SANTA FE COUNTY

BOARD OF COUNTY COMMISSIONERS

MEETING

August 14, 2018

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

SFC CLERK RECORDED 09/14/2018

SANTA FE COUNTY

REGULAR MEETING

BOARD OF COUNTY COMMISSIONERS

August 14, 2018

I. A. This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:10 p.m. by Chair Anna Hansen 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 Hansen, Chair
Commissioner Anna Hamilton, Vice Chair
Commissioner Robert A. Anaya
Commissioner Ed Moreno
Commissioner Henry Roybal

Members Excused:
None

C. Pledge of Allegiance
D. State Pledge
E. Moment of Reflection

The Pledge of Allegiance was led by Steve Fresquez, the State Pledge by Victoria Trujillo and the Moment of Reflection by Erika Quintana of the Clerk's Office.

Commissioner Hansen requested a moment of silence for Don Smith, a local osteopath.

I. F. Moment of Poetry

Debbi Brody read a poem entitled "Hammock."

G. Approval of Agenda
1. Amendments
2. Tabled or Withdrawn Items

TONY FLORES (Deputy County Manager): Good afternoon, Madam

Chair, Commissioners, team members, the public. The agenda that was published on August 10, 2018 at 1:45 p.m. as the amended agenda has the following recommended changes. Item I. I. 1, which is the recognition of Robert Griego. We're requesting that item be tabled. Page 2, item II. A. 4, which is requesting approval of the utilization of a state price agreement for Microsoft licensing software, and item II. A. 5, which requests approval of support for Cornerstones Community Partnerships application, those two items have been added to the Consent Agenda.

At the bottom of page 2, item II. B. 5, a resolution authorizing the disposition of fixed assets, and item II. B. 6, a similar resolution. Those two items, the captioning was corrected to match the resolution. In the middle of page 3, item VI. B. 1, which is a resolution to support the application for New Mexico Department of Transportation funds by the Santa Fe Recovery Center, the caption was corrected. And those are the only changes to the agenda, Madam Chair.

CHAIR HANSEN: Thank you, Deputy Manager. Yes.

COMMISSIONER HAMILTON: I'd like to move to approve the agenda as amended.

CHAIR HANSEN: Do I have a second?

COMMISSIONER MORENO: Second.

The motion passed by unanimous [3-0] voice vote. [Commissioners Anaya and Roybal were not present for this action.]

I. H. Approval of Minutes

A. Approval of July 10, 2018, Board of County Commission Meeting Minutes

CHAIR HANSEN: Does anyone have any changes? Besides me? I only have one, and I'm not really sure. I'm going to ask Commissioner Hamilton. It says – Sef is the short name? Okay. Believe it or not that was the only thing I found in the minutes. They were short. So there were no changes.

COMMISSIONER MORENO: I move to approve.

COMMISSIONER HAMILTON: I second it.

The motion passed by unanimous [3-0] voice vote. [Commissioners Anaya and Roybal were not present for this action.]

I. I. Recognitions

1. Recognition of Robert Griego, Planning Manager, on Receiving the Citizen Planner Award from Western Planning **TABLED**

II. CONSENT AGENDA

A. <u>Miscellaneous</u>

1. Request Approval of the Non-Metro Area Agency on Aging (COMMISSIONER ANAYA) Grant Agreement and Letter of Commitment to Provide Congregate Meals, Home Delivery

SFC CLERK RECORDED 09/14/2018

and Transportation Services to Seniors in Santa Fe County

2. **Request Approval of Local Government Road Fund Cooperative Agreement Project No. CAP-5-19(470) for Pavement Rehabilitation/Improvements of Various County Roads throughout Santa Fe County (Public Works Department/ Robert Martinez)**
3. **Request Approval of a Multiple Source Award, Multiple Year, Indefinite Quantity Contracts Nos. 2018-0287-a-PW/MAM, and 2018-0287-B-PW/MAM to Provide Road Striping Services for Existing County Road Improvements and Maintenance Projects and Granting Signature Authority to the County Manager to Sign the Purchase Orders (Purchasing Division/Bill Taylor)**
4. **Request Approval to Utilize the Statewide Price Agreement No. 60-000-15-00020AA with En Point Technologies Sales, LLC to Purchase Volume Microsoft Licensing Software for a Three Year Term for a Total Amount of $429,527.82, inclusive of New Mexico Gross Receipts Tax and Authorize the County Manager to Sign the Purchase Order (Purchasing Division/Bill Taylor)** *[Exhibit 1:Staff Report]*
5. **Request Approval of a Letter of Support for Cornerstones Community Partnership's Application to the National Endowment for the Arts, Our Town FY 2019 Place-Based Projects, Funding Opportunity Number 2018NEA01OT (Commissioner Anna Hansen)** *[Exhibit 2: Letter from Chair Hansen]*

B. <u>Resolutions</u>

1. **Resolution No. 2018-77, a Resolution to Accept a Portion of Calle Manuel R Located in Commission District 2 to be Designated as a County Maintained Road (Public Works Department/Robert Martinez)**
2. **Resolution No. 2018-78, a Resolution Adopting Local Governments Road Fund Project No. CAP-5-19(470) for Pavement Rehabilitation/Improvements of County Roads throughout Santa Fe County (Public Works Department/ Robert Martinez)**
3. **Resolution No. 2018-79, a Resolution Adopting Local Governments Road Fund Project No. SP-5-19 (184) For Pavement Rehabilitation/Improvements of County Roads throughout Santa Fe County (Public Works Department/ Robert Martinez)**
4. **Resolution No. 2018-80, a Resolution Adopting Local Governments Road Fund Project No. SB-7806(103)19 for Pavement Rehabilitation/Improvements of County Roads throughout Santa Fe County (Public Works Department/**

SFC CLERK RECORDED 09/14/2018

Robert Martinez)

5. **Resolution No. 2018-81, a Resolution Authorizing the Disposition of Fixed in Accordance with State Statute (Finance Division/Stephanie Schardin Clarke)**
6. **Resolution No. 2018-82, a Resolution Authorizing the Disposition of Fixed Assets in Accordance with State Statute (Finance Division/Stephanie Schardin Clarke)**

CHAIR HANSEN: Is there anything on the Consent Agenda that needs extended discussion or needs to be talked about?

COMMISSIONER HAMILTON: Move to approve the Consent Agenda.

CHAIR HANSEN: Second?

COMMISSIONER MORENO: Second.

The motion passed by unanimous [3-0] voice vote. [Commissioners Anaya and Roybal were not present for this action.]

[Clerk Salazar provided the resolution numbers throughout the meeting.]

III. ACTION ITEMS

B. Miscellaneous

1. **Request Approval of Construction Contract No. 2018-0336-PW/MM Between Santa Fe County and Vital Consulting Group, LLC for Construction Services for County Road 67F, La Barbaria Drainage and Road Improvements and Authorizing the County Manager Sign and Execute the Construction Contract and the Purchase Order**

BILL TAYLOR (Purchasing Director): Thank you, Madam Chair. Santa Fe County issued –

MR. FLORES: So, Madam Chair, while Mr. Taylor is looking for that document, just some background. In June of this year the County issued an IFB #2018-336 for construction services for County Road 67F, otherwise known as the La Barbaria drainage and road improvements. Two bids were received on July 18th as listed in the memo. Both bids were determined to be responsive and responsible bids.

Kimo Construction overbid the project and Vital's bid was within ten percent. So under the procurement code for construction contracts, if the lowest responsive and responsible bid is within ten percent of available budget, staff has the ability to negotiate that contract to bring it within budget and recommend approval of the contract. Staff undertook those negotiations with the Public Works Department and Purchasing Division and the contract that we're requesting approval is with Vital Consulting Group, LLC, for those construction services. And if Mr. Taylor can help me out with the final price, we can finish and stand for questions.

MR. TAYLOR: Madam Chair, I apologize. I did not bring the packet.

CHAIR HANSEN: I know we only have this one sheet here. We can go

SFC CLERK RECORDED 09/14/2018

on and you can get your documents and we can come back. Commissioner Hamilton has one question.

COMMISSIONER HAMILTON: Yes. I don't see any – is this total number on this page correct? $1,049,000?

MR. TAYLOR: Madam Chair, no. That is what their bid was which was within the ten percent. We met with Vital Consulting Group and they were to revise, give us their best and final by Friday. They asked to have a little bit more time and a clarification on one of the specifications. So they asked if they could give us the final amount, what it's going to be, within less than that $1 million amount.

COMMISSIONER HAMILTON: Less than a million.

MR. TAYLOR: Yes. That's correct.

COMMISSIONER HAMILTON: Okay. So this is in my district. This is a really important project, but if I'm not mistaken, this already is more expensive than what was originally anticipated. Is that – am I remembering that correctly? So my question is not just the status of the budget, but then are we going to be able to do what's necessary when they negotiate down the price?

ROBERT MARTINEZ (Deputy Public Works Director): Madam Chair, Commissioner Hamilton, yes. Mr. Taylor said staff met with Vital Consulting Group and during our preliminary negotiations they felt that they could get down to that ten percent that we need them to get down to within our budget. Now, the base bid that we're trying to get them within our budget does not go all the way to the end of the road. We had a alternate from – I think it was Happy Trails to the end of maintenance, but we're trying to get this price down to just cover the base bid. There will still be a portion that's unimproved that we can acquire funding later and continue. This is about the fourth phase of La Barbaria Trail that we've done. The County has done three others prior to this so it's been a work in progress.

COMMISSIONER HAMILTON: That's what I thought.

MR. MARTINEZ: The contractor felt – and I don't want to say it's set in concrete but they thought they could come down to close to the ten percent that we needed.

COMMISSIONER HAMILTON: Great. Thank you.

MR. FLORES: So Madam Chair, for clarification, I don't believe we need to go back and get a number. This authorizes the County Manager to sign that contract and purchase orders.

COMMISSIONER HAMILTON: I'd like to move to approve this.

COMMISSIONER MORENO: I'll second.

CHAIR HANSEN: Okay. I would like to see the paperwork, but I'm okay with that if my colleagues are.

MR. FLORES: Madam Chair, again, the caption is captioned so that the County Manager can execute that contract. If the desire of the Commission is to set the limits at no higher than they're bid within the available budget after negotiations that satisfies the requirement.

COMMISSIONER HAMILTON: That's my feeling.

MR. TAYLOR: And if I may, Madam Chair, I'd be happy to come back to the Board at a later meeting and report to the Board of the final, and just report back to

the Board what that final contract was negotiated to.

CHAIR HANSEN: That would be good. Okay.

The motion passed by unanimous [3-0] voice vote. [Commissioners Anaya and Roybal were not present for this action.]

III. C. Resolutions

1. Resolution No. 2018-83, a Resolution Authorizing a Local Government Ballot Question Concerning Amendments to the City of Santa Fe Municipal Charter to Appear on the 2018 General Election Ballot *[Exhibit 3: Letter from City of Santa Fe; Exhibit 4: Resolution Texts]*

CHAIR HANSEN: Welcome, Yolanda. It's always good to see you. Hi, Zach. Welcome both of you from the City and thank you for being here.

YOLANDA VIGIL: Thank you so much. Madam Chair, Commissioners, on August 8th the City Council approved a resolution requesting that a municipal question be placed on the November 6, 2018 Santa Fe County general election ballot. This resolution should be in your packet, I believe. We did work on this resolution with the County Clerk as well as the County Attorney. The question that would be submitted on the ballot would be: Shall the Santa Fe Municipal Charter be amended to allow the City to enact by ordinance its election date and the date on which officials take office as provided in the local Election Act?

This change would amend Section 4.01(A), Election Date, Section 5.03, Mayor Term, Section 6.05, Councilor Term, Section 7.04, Municipal Judge Term, and Section 11.01, Transition.

So with this resolution in front of you we would respectfully request that this question be added to your November 6th general election ballot.

CHAIR HANSEN: Clerk Salazar.

CLERK SALAZAR: Chair Hansen, the City of Santa Fe is presenting to you today the changes they would like to put in their charter. So they need your approval in order to put this on our ballot for the general election. So any questions?

CHAIR HANSEN: Any questions from Commissioners? Do I have a motion?

COMMISSIONER MORENO: I would move approval.

COMMISSIONER HAMILTON: Second.

The motion passed by unanimous [3-0] voice vote. [Commissioners Anaya and Roybal were not present for this action.]

IV. MATTERS OF PUBLIC CONCERN

CHAIR HANSEN: Do I have people here who would like to speak under Matters of Public Concern? Please come forward. I don't think anybody has to be sworn in. So please come forward. Please don't repeat yourself too much. Please keep it brief

and to the point. Thank you very much. Welcome, John. And also please state your name and your address.

JOHN EDDY: Madam Chair, Commissioners, thank you for allowing me to speak. I am speaking today for the preservation community at large, and I have a few remarks to make pretty quickly. So I'm going to read them. If I misspeak at all it's due to a typo, I assure you. My name is John Eddy. My residence is in Santa Fe County. Madam Chair and Commission members, when the proposed renovation of the County Courthouse building came to our attention – speaking as the preservation community – came to our attention last year we were encouraged at the very able resources of Spears Horn Architects were brought to bear on the process.

As you may know, this courthouse complex where we now sit was designed by John Gaw Meem who not only was the Southwest's premier historic preservation architect but a founding member of the Old Santa Fe Association of which I am a board member, although I am not speaking for that association today. I wanted to speak personally to the process as I see it currently as the County moves forward in addressing these properties, referring to the County Courthouse building and proposed admin building that the County would like to build.

The issue I want to speak of today concerns that of transparency and public access to process. We in the preservation community became jittery, or we do become jittery when it begins to appear that the decisions are being made before any outreach to the public has been offered. I believe that items as proposed on today's agenda – both the County Courthouse and this new administration building up on Grant provide potential illustrations of that syndrome. Up until today my experience with this process has not given me much pause and indeed has been positive. Spears Horn Architects produced a very thorough report on the history and current condition of this courthouse describing clearly the value of the building and its contents and proposing a way forward for its renovation and preservation into the future as a true and accurate representation of John Gaw Meem's original vision.

Thankfully, this report was embraced wholeheartedly by the Commission some time last year, and if I'm not incorrect, the stage was set for proper procedures in attending to the building. We can flash forward to the present where absent a proper notification of the public that I'm aware of and counsel can correct me if I'm wrong, you are poised to engage a new construction firm with a contract when you yourselves have not, I believe, been given adequate opportunity to assess the ramifications involved. Because we the public have been given no such opportunity at all for such as assessment, we must respond to rumor and speculation in its place.

For instance, we have been informed that the benches of this gallery behind me are to be replaced to start with. If this were to be allowed to happen it would result not only in a desecration of this space but in my view, a process counter to code restrictions that govern historic properties in Santa Fe. Please let's return to a more positive message which is what I came here for today.

I've been informed by the State's Historic Preservation Office that only this morning a dialogue was broached with your new Projects Planning Officer, Mr. Paul Olafson. I believe in that discussion he affirmed his desire and eagerness to engage with SHPO in consultation and collaboration with regards to this courthouse after this contract

may be signed this afternoon so that the required regulations are followed to ensure that state monies already earmarked and perhaps yet forthcoming are not jeopardized by violations in our preservation code. This is a very good beginning in my view and I'm very encouraged to hear this.

I would mention a step further that should not be dismissed by the County in the haste to launch into these projects. On the heels of a very positive and I believe rewarding to most all, a process regarding the design of the new district court building on Sandoval Street, I would encourage the County to revisit this process in good faith, where preservation organizations such as OFSA, the Old Santa Fe Association, are both consulted and ultimately heard resulting in a building that was not only suitable for its intended use but perhaps more readily accessible to the community. I know that you're aware of new sections of the code that were adopted during this process so I won't cite them here, but suffice to say that our community strongly believes in its "place at the table" and we do expect to be invited.

I would also mention at this point that we are looking forward to seeing plans for both of these projects when they are ready for public consumption, that they be submitted to the Historic District's Review Board for their consideration. On a last note, during the original plans prepared for the County for the new administration building to the north of this site, also on Grant Avenue, we of the Old Santa Fe Association were invited into the design process during the early stages in order to provide guidance for both architects and historians on our board to ensure that the project might be encouraged in directions that would not be harmful to the historic downtown character.

We would hope again to be able to look forward to being invited into this process as before and would welcome the opportunity. My thanks to the Chair and the Commission for allowing me to speak today. Thank you very much.

[Commissioner Roybal joined the meeting.]

CHAIR HANSEN: Thank you, Mr. Eddy. Next. Thank you, Mrs. Wirth. It's nice to see you. Welcome to the chambers.

NANCY MEEM WIRTH: Thank you to you, Chairwoman Hansen and to the Commissioners. I am Nancy Meem Wirth, a member of Santa Fe County and the daughter of John Gaw Meem, the architect of this beautiful courtroom. I'll be brief.

In mid-September of 2016 the Santa Fe County Commissioners voted unanimously – although Commissioner Anaya was absent – to build a new administrative office building on the site of the vacated Steve Herrera Courthouse. Upon completion of the new building, the renovation of the old 1939 County Courthouse was to begin. The decision was highly laudable but for the past year and a half we have seen no activity on these two sites. Suddenly, there appears on your agenda today a request to approve an entirely new design-build plan for the County administration offices project. To my knowledge, the Commissioners have not yet seen the new plan. However, this afternoon, after meeting in an executive session, you are being asked to approve a contract in the amount of nearly $28 million before taxes.

Given the architectural sensitivity of the downtown site I believe that both the Commissioners and the general public should have time to see, review and comment on these plans before taking such a momentous vote. Time has been lost but a hasty decision today could be unwise. Please consider not just the utility but also the beauty of the

building that you are choosing for our historic and iconic downtown.

I really appreciate the Commission's intention to follow the 2016 decision to include in the program for the new building office spaces for those employees displaced by the removal of the 1970 two-story infill in the old County Courthouse. Because of your resolve, the handsome, original north-facing courtyard entry will be recreated. My father, John Gaw Meem, would be relieved and delighted. When it comes time to restore the old courthouse I respectfully remind the Commissioners that the beauty of this historic Meem building rests largely on the fixtures and the architectural features that were designed by my father to enhance the building.

Finally, let me say that I am really thrilled that you are consolidating the County employees in downtown Santa Fe. I think your decision will invigorate and revitalize our city. Thank you so much for allowing the opportunity to speak with you this afternoon.

CHAIR HANSEN: Thank you so much, Ms. Wirth. It's so good to see you. Thank you for being here.

BARBARA FIX: Good afternoon. My name is Barbara Fix and I'm also a resident/citizen of Santa Fe County and I'm a new member of the Old Santa Fe Association but like John, I'm not speaking on behalf of it. I say ditto to what both John and Mrs. Wirth have said. I first came into this building when I worked for the public defender in the 70s when it was a real courthouse, and I was in awe then and I'm still in awe. I would recommend highly that a public process be involved before an approval of the contract because how can you approve something that you don't know what it is. I mean no aspersion on anyone involved in it, and I also would echo John Eddy's recommendation that it be brought before the Historic Design Review Board.

The more public input the more possibility that some good ideas will come of it because this is a treasure that belongs to us all. Thank you.

CHAIR HANSEN: Thank you, Barbara, very much. Next.

RANDY BELL: Good afternoon, Chair and the other Commissioners. Thank you for hearing public comment on this. I would like to strongly support the previous comments that have been made by John Eddy and Nancy Meem Wirth. I am also a resident of the City of Santa Fe, thus the County of Santa Fe and I am a long-term member of the preservation community in this town and presently vice president of the Old Santa Fe Association. I've also been on the Historic Design Review Board for a number of years.

As Ms. Fix indicated, I think process here is a real concern and this was also reiterated by John Eddy. The preservation community and other stakeholders in the community were invited and involved previously in this whole process both on the restoration on the Meem Courthouse, the old County Courthouse, and the new administrative building for the County. And then – I don't know whether it's a function of – and I gather there has been a changeover in the staff – whatever – but somehow the ball got dropped because essentially everybody's been just sort of in the dark wondering what's going on with these projects, and then all of a sudden a few days ago there was this alert that people were hearing that suddenly this $28 million contract for unknown designs was going to be suddenly approved after an executive session where the public was not going to be involved.

So I have a serious concern about that. I've looked at the contract that was posted

SFC CLERK RECORDED 09/14/2018

as part of the packet for this meeting today and I happen to also be a lawyer in my professional life and I've done contracts for construction and whatnot. When you do a contract for construction you have specifications. You have plans that are referred to and integrated into the contract. If you don't have that you don't know what you're buying for your $28 million.

Now I have heard that there was going to be a presentation today and maybe the Commission can enlighten us. Is the public going to be allowed to see what you are contemplating to build?

CHAIR HANSEN: I have no idea.

COMMISSIONER HAMILTON: I'm not sure.

[Commissioner Anaya joined the meeting.]

MR. BELL: I'm assuming not, and so just as a member of the community I strongly object to the lack of transparency, that we don't know – us, we taxpayers as a community – are going to get and you as Commissioners are going to be responsible for for $28 million. Now, Spears and Horn did a plan. This plan was adopted, I believe it was September of 2016. There was great positive feeling in the community and in the local media. Everything seemed just hunky dory. And it was going to be very respectful of the entirety of the historic nature of the structure which is among the absolute top examples of pueblo revival and colonial revival architecture in Santa Fe. And it is not just the exterior. This building retains a lot of important detail that absolutely needs to be thoughtfully preserved and also the restoration of the courtyard to the middle of the north of the property.

Again, word has it that whatever this contract encompasses involves stripping these historic benches that were designed integrally in this courthouse by John Gaw Meem. I would strongly object to any such thing. So that brings me to this feeling that there are design decisions being made behind this contract which the public has no idea who's doing that. I don't know if the Commissioners have any idea who's making design decisions that may have to do with budgetary issues. We need transparency on this.

As to the new building, again, this is a large, key site in downtown Santa Fe. It will be the most important public building built in the downtown in many decades and we are going to have to, as a community, live with that historically for I'm sure at least 100 years whatever that looks like. Now, in the process that I was in or aware of, we saw at different points, there was outreach to the Old Santa Fe Association, renderings that Mr. Horn did on a very preliminary basis. My understanding then was that Horn and Spears' contract was terminated and since then we've all been in the dark. So now we have this large institutional design-build corporation in Albuquerque. We don't know who the architect within that firm is going to be doing this, whether they've completed designs or preliminary renderings that are the basis of this contract. If there are, why aren't they part of the contract? And if they have been done, why isn't the public allowed to see and give feedback?

And then there's the question of – and I cannot, off the top of my head cite the state statute, but there is a state statute that the Old Santa Fe Association worked very hard on and obliges the state and any subdivision of it, which would include the County, to consult with the City of Santa Fe and that normally involves coming before the Historic Design Review Board so that whatever is going to be built is in harmony with

SFC CLERK RECORDED 09/14/2018

our community and our ordinance.

So I frankly cannot see how it would be appropriate to actually approve a contract today without all those blanks being filled in. I think it would be imprudent and I would strongly urge the Commission to table the matter until there is some public review and process. And thank you very much for your time.

CHAIR HANSEN: Thank you, Mr. Bell. Do I have anyone else that would like to speak from Matters of Public Concern? Please state your name and your address for the record.

CHRIS MICHELS: My name is Chris Michels. I'm a resident of Tesuque, a resident of District 1. The reason I'm here today will not be concerning the courthouse though it does concern the course. The issue I'm here to speak to you about today concerns law enforcement in our county and in our city but for you of course, you're the county. It has three aspects to it. It's transparency, there's a failure of transparency with our Sheriff. There's a failure of law enforcement with our Sheriff and there's a failure – there's a financial aspect to it because you've had a number of very expensive tort suits settled by the County, and also the City of course has been settling a number of expensive tort suits recently, which shows you the size of the problem.

My interest in this goes back to the killing of Jeanette Anaya in November of 2013 here in Santa Fe. We're coming up on the fifth year of that and I've been working on police reform in this state ever since then with very little effect. Because approaching it at the state level, at the Law Enforcement Academy Board is basically like talking to a brick wall. But here locally, we can of course address it because we're don't have to rely upon them to solve our local problems.

The nut of the problem in Jeanette Anaya's shooting was that the Santa Fe Police pursuit policy is not the same as the state pursuit policy, nor is it the same as the Santa Fe Sheriff policy. So when I checked into it following Ms. Anaya's death what I found was that the State Police, who killed her, killed her in violation of state law, the New Mexico State Pursuit Act, and they killed her in violation of Santa Fe pursuit policy. They also killed her in violation of use of force policy, and use of force state law. The issue here is we have a problem statewide but here locally it shows up that we have three agencies patrolling in Santa Fe – the Sheriff, the Santa Fe Police Department and the State Police, and they run three different pursuit policies, three different use of force policies, and most of those policies are illegally, which means that when they violate them, even though they clear themselves, you're open to tort suits.

So what I'm going to suggest today is, rather than trying to lay this whole mess – and it is a mess – on you, is that we begin with a very modest step. Right now, today, I cannot find the Santa Fe Sheriff procedures online. They ought to be online, so the citizens can see what they are. Right now the citizens have no access to seeing just what are the pursuit policies, what are the use of force policies. I rather suspect that the Commission members don't know either. So the citizens should have access to this.

It's not just the County. The Santa Fe Police Department also does not wish to put their policies on line. So we're asking the citizens to obey laws that they have no access to. And these are dangerous failures because, as I said, the three pursuit policies, and these are the ones that account for most shootings and killings, pursuit and use of force policies, the three policies in the three different agencies are all different and the citizens

SFC CLERK RECORDED 09/14/2018

don't understand any part of that, nor can they, because they don't have access to the policies.

Albuquerque, as you know, has been open to reform recently because of the federal action. They have their policies aligned. Bernalillo County has their policies in line. I'm not saying their policies are good policies. Albuquerque's have improved, and the State Police have their policies in line. So at least in Albuquerque you can see what the three conflicting policies are. We have no access. So again, it's an issue of transparency. Those policies, the Sheriff and the Santa Fe Police Department should put those policies on line. I've spoken to both agencies; they are very reluctant to do so. They don't want to hear about transparency, frankly.

I can get those policies with the Records Act. That doesn't put them online. That doesn't make them available to anybody else. I can't publish them on my website. They should be on the website accessible to the citizens. It's about, again, transparency. It's about law enforcement and it's about financial liability. So I suggest that the initial interest of the Commission to begin with is getting the policies online so that the citizens now have access to the laws that they're expected to follow in the county and hopefully, at some point, maybe you could even encourage the City to do the same thing. Thank you very much for your time. Thank you, Mr. Michels, very much. Is there anyone else from the public who would like to speak?

WILLIAM EKLUND: Good afternoon. My name is William Eklund. I am a resident of the county, District 2 and I happen to be the corporate president of First Presbyterian Church of Santa Fe, a block away on the corner of Grant and Griffin. We of course will be located in between this building and the new administration building. I am here to express my concerns about the proposed action on the RFP for the building of the new building and the renovation of this building.

We have been concerned about this development for some time. Last year we attended the presentation given by Spear Horn, Horn Spear, Architects, and your staff on the project and all the alternatives that were being considered, and we had a wonderful discussion with the architects and staff and have expressed comments for the last several years. I am shocked at the lack of transparency I see going on now compared with what happened last summer. I support the comments I've heard in the last few minutes this afternoon that there needs to be greater transparency for the public, members of the community, and indeed our church as an immediate neighbor of the proposed project.

For historical reasons I cannot fully explain, our church building is on the property line between church property and the County property where the building will be constructed. There is no setback – not even one foot. In fact your closure of the site for development will apparently impact one of our life safety exits on the north side of our building and obviously interfere with our operations in multiple ways. We are doing everything we can to prepare for this event. We've been preparing for this for over three years. We've been in communication with your staff for over four years directly about this building.

So I also would urge you to table this action. Prepare a procedure for community input, which was specifically included in the publication that came out a couple months ago from your office on this project, where it says the only consultation will be with the City Historical Board regarding this project. Community participation was excluded for

SFC CLERK RECORDED 09/14/2018

the first time. So with that I'm happy to make this comment. I urge you to proceed. Thank you very much.

CHAIR HANSEN: Thank you very much for your comments. I appreciate them. Is there anyone else who would like to speak? Ms. West, please come forward.

ELIZABETH WEST: Good afternoon. My name is Elizabeth West and I live in Santa Fe and in Santa Fe County. And I am very impressed by the comments I've just heard. I wanted to underline something I thought was probably not necessary, is a compliment for all of your Commissioners working together and working things out. And I liked what Mr. Michels said in relation to perhaps being an inspiration coming from you all in how you address something that is actually in Santa Fe but impacts the county. You have great influence, I think, on the City and as Mr. Michels said, there are some area where I think you could influence the City.

I mean that in a very friendly way. So thank you all for the work you're doing and I would like to add that I just love this building. Of course the mural was put in after my first few attendances here and it's a new dramatic and fantastic mural, and I love this building's history. I do not understand why we're in a rush. I'd like to of course see more transparency. That seems to be a buzz word now. It's just necessary. But this is a great building. You guys look great in it. Let's be careful about what we do to our heritage. Thank you very much.

CHAIR HANSEN: Thank you, Ms. West. Is there anyone else that would like to speak from the public? Yes, Commissioner Hamilton.

COMMISSIONER HAMILTON: I wonder if it might be permissible to ask Tony to come up and give us a little more clarity on the process that's involved, because I think that there's a concept between conceptual plans and final plans and what not in a design-build framework that would be good for everybody to know.

MR. FLORES: Thank you, Madam Chair, Commissioners. Yes, I think there's a misconception or understanding of where we are in the process and the items that are on the agenda today. This project hasn't been four years old. It actually goes back to the time that Commissioner Anaya and I were department directors here. This project has been on the books for 14 years, trying to get off the dime. The original project, not going into a lot of detail, was approximately $10 million over the available budget that the County set aside for this project. That was something we couldn't afford.

Moving forward, in April of this year, the County began a process after receiving approval from this Board in an open meeting to utilize the design-build method of procurement, which is much different than traditional design-bid-build, which is the previous route that we had taken. This Board authorized over a year ago to use a D-B method. The D-B method allows a set of specifications and bridging documents which include the entire historic report for this building and the specifications that were used. Part of the Spears Horn team actually teamed with one of the organizations that submitted on this proposal. A D-B project or process allows the County to go through two steps. One is qualification based; the second one then is a short listing of applicants, and I apologize that this is an interesting topic today because we are actually violating the procurement process by having this discussion before we have it behind closed doors, because we haven't given the Board the contractual requirements under a D-B process.

So I'm a little bit stretching out here. Under a D-B process the County has

selected – is recommending a contracting team that's in the packet – Jaynes is the contractor and Studio Southwest is the design architect that's listed in the packet. They have to be first put under a contract before they can start the same process that some of the members have identified as the public involvement. That process, if the Board approves these contracts, is slated to start on August 29th. We have in no way, at any point in time, indicated that we're not having any communications with the public or the City. In fact we've already had discussions with the City, trying to get on their schedules for historic as well as for traffic.

So the issue about transparency through a D-B is actually incorrect. Once the contracts are let, if they're let, we will set up the community meetings. There will be involvement and engagement. The plans are not at a point of construction today. They were required under the D-B process to submit conceptual designs. This building in and of itself is being taken back to its historical state, pre-1975 and 1979 when the two additions were put in. So I'm a little confused at how far we can get ahead of transparency if we're not there getting the contractor on board. There was no pre-discussion with the architectural team under the old methodology prior to them being on board.

So I'm a little confused on that that we haven't had those dialogues because you don't have those dialogues until Spears Horn came on board. So D-B process is what we're under that this Board authorized prior to myself taking over as project manager on this project. So we have been in consultation with SHPO. There's actually individuals now, the new project manager for SHPO – the old one doesn't exist anymore there. We've also had consultation with the Office of Archaeological Studies because the site up the street and the street both require monitoring plans. This was advertised publicly in April, so I don't know how far we can be out there without violating any of the issues we currently have in the open negotiations. So that's the D-B process in general.

COMMISSIONER HAMILTON: Well, I appreciate the information. I'm sorry it put you in that position where you had to stretch some but I think that it was worthwhile to clarify for everybody that the process – because we did change and had to move away from the tack we were taking before. We're getting back to that point now where all of this will then be presented as the final design is done and that that has not been done yet.

MR. FLORES: That's correct, Madam Chair, Commissioner Hamilton.

COMMISSIONER HAMILTON: I just wanted to make sure that was on the record and for everybody's information.

MR. FLORES: Any other questions? Thank you.

CHAIR HANSEN: Thank you, Tony. You already spoke so I really don't know. Make it brief, very brief.

MR. EKLUND: Thank you, Commissioner Hansen. If I may quote from the letter that was issued under your name back in June, answering questions that were raised by potential contractors in response to the RFP. One question was "What City of Santa Fe and jurisdiction involvement will be required, including community involvement and historic preservation?" The answer, issued under your name says, "The only coordination on this project is the consultation with the City of Santa Fe Historic Design Review Board." In other words, no mention of public involvement. Thank you.

MR. FLORES: Let me clarify that, Madam Chair. The document that he is referring to is the addendum that was issued to potential bidders. The County is not paying a potential contractor to go and do the community involvement. That is up to staff. So the contractor is required to assist staff at the City but at no point in time does that say we are not – the contractor may not be there but that does not mean the City or the County is not going to be having that community involvement. So I think again that is in how you read the document. But that is an addendum that went out to the potential contractors.

CHAIR HANSEN: Okay. Thank you. With that we are going to – thank you everybody that came to speak from the public. I appreciate your taking the time to be here. Welcome Commissioner Anaya and Commissioner Roybal and welcome back, Katherine. Nice to see you.

V. MATTERS FROM THE COUNTY MANAGER

A. Miscellaneous Updates

1. Discussion and Direction on Solid Waste Permit Fees *[Exhibit 5: Budget Statistics]*

KATHERINE MILLER (County Manager): Thank you, Madam Chair. The only specific item I had on the agenda for some discussion and direction is during the strategic planning session and during our budget process there was discussion about looking at our Solid Waste Ordinance, and most specifically, that section of our Solid Waste Ordinance that has the permits, the annual permits and the fee for the annual permits. Four years ago, I believe, approximately four years ago the Board adopted a five-year plan of increasing permits on an annual basis until we would reach approximately 30 percent of cost recovery through permit sales.

Several things have happened over that four years that probably make that difficult for us anyway, and those are things out of our control relative to recycling and what's happened with the Friedman contract with SWMA. We're going to see increases in our tipping fees and with the rates with SWMA, so we're not likely attain the 30 percent cost recovery anyway. Additionally, many members of the public felt that currently the fee is $112 for a 12-punch pass which is estimated to be a one-year pass so that you have one trip, one truckload a month, plus your recycling is free. And it's slated to go up to $140 for next year. That is the last increase in the ordinance, the automatic increase, but the discussions during the strategic planning as well as the budget process – could we look at that fee in particular, possibly holding that even, holding it at $110. There were also discussions of potentially rolling it back some. There was also suggestions of maybe being able to do six-punch permits for $55 so that you didn't have to purchase the whole year all at once.

I needed to bring it up to you now because the ordinance, in order to effect a change to the ordinance for January 1, so that we don't – if it's the Board's desire not to increase the permit fees on January 1, we would need you to pass an ordinance change, an amendment to the ordinance by the end of November because it takes 30 days for the ordinance to take effect. Then, if we back up from that, typically, when we've had discussions on the Solid Waste Ordinance we've had at least two public hearings, so

that's going to take an early November meeting and a late November meeting. And then we usually need to publish title and general summary which we would do the first part of October. That's the latest.

And so I've asked Robert to kind of come and give you some information but what we're after is some direction on what you might like to see in an ordinance change so that if we do bring one forward we pretty much have what you're looking for when we request to publish title and general summary.

MR. MARTINEZ: So Madam Chair, Commissioners –

CHAIR HANSEN: Mr. Martinez, welcome.

MR. MARTINEZ: Thank you. I don't know what to add to that. She said it all. The only thing I can add is that you have this slide in front of you and you'll see under calendar year 18 we were projecting to get to 26 percent recovery. Our budget didn't increase like it was proposed so we really don't need to generate as much revenue through permit sales as we had planned on to get to 26 percent recovery. Currently you'll see the highlighted number under permit sales for calendar year 18, we're at $226,967 of revenue through permit sales through July, based on the per-month permit sales we're projecting that we should generate close to about $400,000 through the end of the calendar year.

If we were to get to 26 percent recovery, we would need to generate a total of $600,000 in permit sales for calendar year 18. As Manager Miller said, during the budget and study session there was discussion of possibly using PILT to offset any fee increases. So if we wanted to achieve 26 percent like we planned on, we'd need about $200,000 of PILT funding to obtain or achieve the 26 percent recovery.

CHAIR HANSEN: Thank you. Questions from the Board? Comments?

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, my colleagues, members of the public, staff, anybody listening, I'm going to say what I've consistently said from day one and that's that it's my belief and my constituents' belief that requests made to keep fees as low as possible, that taxpayers in Santa Fe County pay taxes, not just the solid waste permit fees. In fact not all of the property taxes they pay, the gross receipts taxes they pay, the other taxes and fees they pay should be considered and utilized for services. And we do that. We utilize those. But for it seems like every single year for the last 20 years there's been a notion that solid waste fees should pay for themselves by each person that pays that fee. Well, I just don't believe that.

I think that those taxes that people already pay should continue to offset that service that we provide and any fee that we charge should just be an offset to cover the costs of that going forward. What we do know and have seen is that when fees arise and go higher illegal dumping is increased. We start seeing more trash and debris in the rural areas, in the arroyos and in the ditches and in the riverbeds. So there's a direct consequence to increasing those fees. I voted against every single increase that we've had and I'm going to continue to fight to keep those solid waste fees low. And so I would advocate for some type of rollback and as a compromise and I believe the Chair had brought this up and a few of the Commissioners at one point, I would offer the notion that you suggested relative to a six-month – or six-punch, not six-month – six-month pass,

holding the fees at $110 at a minimum would be something I would advocate for but maybe a compromise might be a six-punch permit as you suggest at $55 that doesn't expire.

But I absolutely want to have the conversation. I get a lot of calls along with road concerns that occur countywide. Especially my district has 51 percent of the geographic area of Santa Fe County. I get solid waste calls. The other thing I would point out is as a rural constituent people don't get as many services. By choice, they choose to live in the rural area, but solid waste is one of those offsets that I think provides a direct benefit to rural members in the county that access and choose to take their solid waste to a transfer station/convenience center.

I think my last point is something that I also advocated for and we started some movement towards. I still believe there's opportunity in the more urbanized area to work towards a curbside collection in which the curbside collection would further offset your expense throughout the whole program in solid waste and maybe even afford opportunities to even lower the people that deliver themselves even more. I still think that this Commission moving forward after I'm gone has many opportunities to move in that direction as well. So I'd advocate for at minimum holding the line, discussing a possible rollback, and then a six-punch permit as a potential compromise that might help those people that would be impacted by another increase.

MR. MARTINEZ: Madam Chair.

CHAIR HANSEN: Yes.

MR. MARTINEZ: Commissioner Anaya, we do offer a six-month permit. We do currently sell them. The current rate of a six-punch permit is $70 and if this ordinance isn't amended it is scheduled to go up to $95. So we have a 12-punch permit that's currently selling for $110, which is scheduled to go up to $140. We have a six-punch permit that is currently $70 and slated to go up to $95. We have a one-trip permit pass that is currently $18 that is scheduled to go up to $19, and we do have bag tags that are currently $9 and scheduled to go up for $10. In addition to those permit options we do offer veteran, senior, and low income discounts. So I just want to make it clear. We already offer a six-punch permit.

COMMISSIONER ANAYA: So let me make my point here. In the last four years we used to be able to have a $75 permit that would accommodate 12 punches. Correct?

MR. MARTINEZ: That is correct. In 2016 it was $75 for a 12-punch.

COMMISSIONER ANAYA: So from 2016 to 2018 we've gone from $75 for 12 punches to now, another increase that was approved to $140 for the same 12-punch permit. And so I'm emphatic in my disagreement with that and the ramifications that occur when the permits increase. And I know Commissioner Roybal and others – but I know Commissioner Roybal has had a direct impact relative to dumping so that that six-punch I'm going to advocate at minimum go back to $55 and maybe lower. And that's where I'm going to ask for some compromise. So I appreciate your clarification. I think we have opportunities in the urban area. Do you want to speak to that? Because I think that's a point that we can create – if the intent is to generate revenue streams, it's my understanding jurisdictions nationwide have increased hauling and curbside and that's been a great mechanism to help offset and neutralize or equalize or enterprise, right?

Which is the term everyone uses which I have a little trouble with with a governmental entity. It's kind of ironic because you have people that advocate for government taking responsibility and paying for services but then they'll also in the next breath say they should be a business. And I think they're two different functions and there's taxes that compensate services and so we won't go too far on that, but could you speak specifically to the point of jurisdictions that utilize curbside in more urbanized expenses that cost more. Right? People are willing to pay more that in turn offset the overall cost of the operation.

MR. MARTINEZ: Madam Chair, Commissioner Anaya, as a matter of fact we tried that a couple years ago. We created three solid waste districts and went out to the public and we were proposing to have vendors, curbside haulers bid on certain districts, the three districts that we had, so curbside would be mandatory in those districts including recycling. When we went out to the public we were confronted with a lot of opposition on residents telling us who they could use to pick up their curbside. So at that time the County backed down and said, okay, we're just going to consolidate it into one district but require curbside recycling if people are choosing to get curbside solid waste pickup.

Now, that was the compromise that the Commission chose at that time. Definitely, the County can reconsider mandatory curbside solid waste and create a franchise fee or some kind of fee that would subsidize the operations of the solid waste convenience centers. That is very possible to pick up again.

COMMISSIONER ANAYA: Just a follow-up to that, just for clarity, because I remember those many discussions and public hearings and meetings. We also did an evaluation and looked at who was actually already doing curbside. Right? So the vast majority in those areas that we were looking at, there was already a majority of the people that were already on their own functioning in that manner. Right?

MR. MARTINEZ: Madam Chair, Commissioner Anaya, that is correct. And as part of some of these developments, like Rancho Viejo, they're required to have curbside. A lot of these newer developments don't have the ability to self-haul like other residents in the county. So there are a lot of residents that are obtaining curbside pickup these days.

COMMISSIONER ANAYA: And I guess it's not out of consideration for the County at some point. We have taken on responsibilities that were privatized – our County jail is one example. We have other examples of things that we've taken on. Our senior services we got back and operate ourselves. We do have – we're getting to the point, especially in the size and scope of the County and its budget, we could have considered doing our own pickup as well, couldn't we? Couldn't we move in that direction as well and have our own solid waste pickup similar to the City of Santa Fe.

MR. MARTINEZ: Madam Chair, Commissioner Anaya, that is correct. It would have to be funded – equipment, FTEs, all of the resources would need to be budgeted for to accommodate for the County to provide curbside pickup.

COMMISSIONER ANAYA: And just one last point. We could even have those discussions. We have a regional transfer station together in partnership with the City of Santa Fe. We could move in a direction that regionalizes in the urban areas. Maybe not so much in the rural areas – much tougher, but we could have that discussion

in the more urbanized areas that make more sense based on the economies of scale to do. We could have that dialogue as well, couldn't we?

MR. MARTINEZ: Madam Chair, Commissioner Anaya, that is correct.

COMMISSIONER ANAYA: Thank you, Madam Chair. I appreciate the feedback and those are my thoughts for now.

CHAIR HANSEN: Okay. Thank you, Commissioner Anaya. Commissioner Moreno.

COMMISSIONER MORENO: Thank you, Madam Chair. If we impose the moratorium, what will you be doing to improve the system? Do you have a plan or –

MR. MARTINEZ: Madam Chair, Commissioner Moreno, I don't think that there was discussion on improving the system. I think the discussion through the budget study session was to subsidize the revenues generated from permit sales through PILT in the tune of – I think it was somewhere between $100,000 and $200,000. I don't know what was finally decided, but there wasn't a whole lot of discussion on how we could improve operations. We are continually pushing recycling. As we all know, recycling isn't free, so the more we encourage recycling the more it's costing the County. So a lot of our costs are relative to transporting the recycling to BuRRT, where they have a contract with Friedman in Albuquerque. I understand the contract with Friedman has been amended a few times. They keep raising their rates because of the issue with China not accepting certain recycling anymore. So recycling continues to rise.

But as far as any improvements to the operations, we had not discussed any opportunities where we could improve.

COMMISSIONER MORENO: Thank you, Madam Chair. I would like to suggest that if we – I do support the moratorium and I think we should spend the time in that period, if it lasts one year, two years, however many years we suspend, I would like to task the folks in our Sustainability Office and the smart people that work at SWMA to really dig into the weeds and find a better way. I don't want to waste that time. So I don't want to waste time during the period that we're in suspense and come back with some options that people can understand and it's not rocket science. It's trash. Nobody likes trash but we are responsible for making a system that works and every year when I was following things sitting in the cheap seats over there, it seems like here's the next gimmick or this proposal. We need something that can be durable and sustainable. Thank you, Madam Chair.

CHAIR HANSEN: Thank you, Commissioner Moreno. Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you, Madam Chair. I have a couple of things. I appreciate what Commissioner Moreno said. I mildly disagree, thinking about alternatives over the next year that are approaching rocket science because they're not all the obvious things available. We've been pushing – we, almost societally, certainly in Santa Fe County for recycling, and the difficulties we're having now aren't that easy to address. But I agree completely with the idea of pushing to look for alternatives but the alternatives aren't as obvious as one would think. So looking for the next step of technology where there might be some economically feasible and environmentally safe incineration technologies – all those kinds of things. People are looking at those. People are not out there on a shelf ready for us to adopt. They're just

not. But we are, as the chair of SWMA, we are looking for those things.

I also wanted to indicate that I really appreciate the difficulty of costs for everything we do going up. And so I do support a moratorium stretching out the time that we try to recoup the cost seems quite justifiable. And actually the idea of doing a less expensive six-punch so that it's half the price so that people can at least spread out the cost, as opposed to taking a penalty for trying to do that is certainly a thing I think we could consider. What I wanted to do was add the perspective that there are all these unspoken – there's a lot of unspoken issue when we talk about these things should be part of our taxes and we're already paying for services.

There's a lot of context we're not providing. Without that context there's the implication that we have all this tax money and who knows what we're using that for but we've decided to make water and solid waste self-sustaining as though we were a business, which I fully agree it shouldn't be an independent profit-making business. The reason that those avenues are pursued is because in the bigger picture, everything the County has to do as basic services to our constituents is getting more expensive and that includes public safety and roads and water and solid waste.

It's not just – so what we're talking about is looking at what we minimally have to recover to be able to stay solvent and still be able to provide the competing services, like roads. Are we going to fix this road or subsidize trash? And that's often what it comes down to.

And so I just wanted to make sure that we kept that bigger picture in mind, that we really should try to accommodate this to the greatest extent that we can so that we minimize the pain to our constituents because it's critical. So many other things are getting to be a real struggle for everybody. It's at the local level. We should do absolutely the most we can in that regard. But the reason – that study sort of suggested that we try to recoup more costs was really just because of all the competing costs. There are basic necessities we are trying to do and that I actually think in Santa Fe County, having been here now for a year and a half and seeing it directly, that the staff is having the County do their utmost and an incredibly good job at trying to optimize. They really do push to not waste the taxpayers money and to do things efficiently.

But having said that, I would support at least a temporary moratorium and considering a $55 six-punch.

CHAIR HANSEN: Thank you. Commissioner Roybal.

COMMISSIONER ROYBAL: Thank you, Madam Chair. I just want to support and concur with a lot of the comments that were made tonight in regards to the moratorium. I would support that as well. And as Commissioner Anaya indicated, I think that the punch card – I don't know how we developed making the half-card more expensive but I feel that if there are individuals out there that can't afford to buy the 12-punch card they are sort of being punished in a way by buying the smaller punch card because that's all they can afford and it's more expensive even though if you can't afford quite a bit more for the 12-punch card. So I think that's something that we really need to consider because there's probably quite a few individuals out there that can't afford that.

In addition, I would like to see even more punches added to these if we can add more punches to the card. I do have a lot of issues in my community where I've seen and gotten a lot more calls recently for trash that's been thrown in the arroyos and my

thoughts are because of that happening in the last year or so it's individuals that can't afford to pay for the punch card. I'm starting to smell the smell of burning trash in the evenings and I think it's people burning their trash as well. So those are all things that I think are a negative impact and I don't know that it's really worth not subsidizing, because I think in the long run it's going to cost the environment more than we're trying to save. So those are my comments. Thank you.

CHAIR HANSEN: Thank you, Commissioner Roybal. So I also want to comment in on this. One thing is my district is pretty close to the city in general. Las Campanas, I have encouraged them because they have gone towards curbside to go with one hauler so the effects on their roads and impact is reduced. But a lot of my district is very much right around the city and so therefore a lot of my constituents can go to BuRRT. And BuRRT is about $7, $8 to go there, because I kind of checked with my constituents in Agua Fria and different places like what is the price that you're paying for a load. Because I wanted to know, because I think $9 is relatively reasonable.

So I think the price they're paying at BuRRT is around $8 so it is comparable. I would support the moratorium for maybe two to three years. I think that we need some time to really start looking at how we can develop some procedures around solid waste. Part of this PILT money that we have that we've designated for solid waste is definitely going to have to go for recycling because from my experience at SWMA, the recycling cost is continually going up and that is much more of a burden on the County. We want people to recycle; we also need to encourage plastics to not be made that are not recyclable. We need to stop consuming certain plastics that are not recyclable because it's not healthy for the environment. I believe the plastics are killing us. It's only been in my lifetime that we've had the amount of plastics that exist and we really need to think about ways to encourage the capitalistic community to come up with ways to make biodegradable products.

So these are all of the things that I think about when we talk about solid waste and how are we going to work in those arenas and come up with innovative ideas, because we do need to come up with innovative ideas. The Manager and I have talked about this magic box – that's what I call it; the magic green box, that is not tested but it comes from Hungary where you can put in a lot of recyclables and you come out with widgets. We need to encourage our young millenials and other people to come up with ideas to help us solve this recycling problem because the real issue with recycling is we have put it off on China for the last ten, twenty years, and now it's come home to roost because they're decided they're not taking our recyclables any longer.

And so we need to as a society, think about how to solve these issues. I will go back to the direction the County Manager is asking for. I support the moratorium. I support the six-month punch fee for $55, $60. I really think it is important to allow constituents who do not have $110 all at one time to be able to come in and buy six punches for $55, $60. Maybe there's a little bump but not $70. I think that's a little pricey and I completely agree with Commissioner Roybal in his district. It is a problem that we have. So any way that we can help those constituents to recognize that dumping in arroyos and messing up our beautiful landscape of New Mexico and getting things to the landfill, and the less we put in the landfill the better. So I think I've covered everything that I wanted to say on that and I know Commissioner Anaya wants to say one more

word and then we will go on.

COMMISSIONER ANAYA: Thank you, Madam Chair. I appreciate that all of my colleagues, all of you are supporting the moratorium at a base and also that several of you are willing to look at the six-punch, but I would support Commissioner Roybal's notion that maybe it's not six. Maybe it's nine and fifteen or some other number. So I think maybe as part of that public hearing process which we go through after staff brings back feedback and we go to the public that maybe that's a conversation that goes along with it. Maybe it's not six. Maybe it's nine and fifteen. I don't know. But I'm just suggesting that I appreciate that and I think that's a good thought process.

I did want to just say one last thing relative to Commissioner Hamilton's comment about – and I think it's a valid one – the base services that we do and not only how do we fund them, how do we sustain them over time? I think the question that's coming up for all governmental entities at every level. At a community level, city, county, state, federal level, is that there's many things that are duplication of effort. And there's any things that people in recent years, and I would say in the last 15 years, that more and more people keep coming to the County saying, well, you should do this too. And you should expand this healthcare piece, or you should do this program as well.

I think to put in context what you're saying is that we at the County and the state and the federal government, each level needs to identify what really are the base things and services that they're going to provide and actually pare down what those base services are and say it's these areas. It's public safety. It's solid waste. It's water. It's whatever they end up being land use administration. And then we invest all of the resources in those efforts as opposed to trying to be-all, end-all to all facets of the challenges that a community faces.

And I'm going to get into some others that we have an article in the paper that came up that speaks to that, where we end up being the one that, well, the state's not doing it so you should do it. And so then we segregate ourselves so much and spread ourselves so thin that then our core functions start to suffer. And so I guess that's one of the challenges we're all going to have moving forward in particular the four of you, is evaluating what is the base business of the County and should be get back to the base business and then make sure that we do it exceptionally well, as opposed to continually opening up the wallet or the checkbook and saying, well, let's write another check for this program or let's offset what the state didn't do here. And then do it half-way, as opposed to doing everything in a comprehensive fashion. So I agree with your concept. I just think we've got to narrow down the focus to the essential functions and then it will be much easier to make those expenditures and those decisions. So thank you, Madam Chair. Appreciate it.

CHAIR HANSEN: Thank you, Commissioner Anaya. I've got another comment from Commissioner Hamilton.

COMMISSIONER HAMILTON: So, what you're saying in concept I agree with. It's so rational. Unfortunately, rational doesn't always hold nowadays. And the flaw, the problem in trying to achieve that, I think it's a good goal to try to set, but the flaw in trying to limit our services by saying this is what counties are supposed to do for their people is that the state and the federal government are not in the least bound by what we think they should be supplying for people. So people, they need senior services. They

SFC CLERK RECORDED 09/14/2018

need recreational facilities. They need healthcare. They need a lot of things that maybe previously or increasingly had been supplied by the state or was the responsibility of the federal government. And now they're not being provided.

And so what you're suggesting is a difficult thing to do. In concept, I get it and I agree. We have to recognize what we're primarily responsible for but there are some critical human services that we have increasingly supplied to the betterment of our people because they are critical human needs and they're not being fulfilled in any other way. So that's just – I just wanted to add that comment. I'm not in disagreement with the concept but in the process I think that's sort of an ethical aspect that we have to also consider. Thank you.

CHAIR HANSEN: Thank you, Commissioner Hamilton. Is that enough direction?

MR. MARTINEZ: Madam Chair, for clarification. I need some clarification here. I will come back and request to publish title and general summary, but I want to make sure I've got that correct. So we're going to suspend the fee increase for two years? What is the direction?

CHAIR HANSEN: I said two to three.

COMMISSIONER ANAYA: How about five? Shouldn't we allow the public process to help us make the determination as opposed to us pre-empting it?

CHAIR HANSEN: But I do think that he has to put something in the resolution that he is bringing forward, so in order for him to do that I think that we should start at two.

MS. MILLER: Madam Chair, we could bring back a couple of options for publishing title and general summary, and you can even amend it during the public hearing process. So we can come up with a couple of options based on what was presented with options of additional punches, lower prices and length of time.

CHAIR HANSEN: I do believe that we've given you a lot of options to consider. We have all the sides of the problem. So go ahead. Mr. Martinez, is there anything else you'd like clarification on?

MR. MARTINEZ: The question about the six-punch. So we have six-punch, but I thought I heard somebody saying it should be $55. Currently it's $70. So suspend the fee increases but was there some direction to decrease the six?

CHAIR HANSEN: Yes, I think I heard that from more than one of us. I think I heard it from at least two or three or four. Five maybe. Okay.

MR. MARTINEZ: Thank you.

CHAIR HANSEN: Thank you very much, Mr. Martinez.

VI. MATTERS FROM COUNTY COMMISSIONERS

A. Presentation and Proclamations

B. Resolutions

Resolution No. 2018-84, a Resolution to Support the Application for New Mexico Department of Transportation Funds by the Santa Fe Recovery Center, a 501(c)(3) Organization

COMMISSIONER ANAYA: Madam Chair, I think the request is pretty

straightforward. They're right in order to provide some background to the Recovery Center, a need for one or two additional vans to support the Recovery Center, which I think is a positive thing. So I don't have anything else to add. I'm going to move approval of the resolution.

COMMISSIONER ROYBAL: Second.

CHAIR HANSEN: I have a motion by Commissioner Anaya, and a second by Commissioner Roybal.

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

VI. C. Commissioner Issues and Comments, Including but not Limited to Constituent Concerns, Recognitions, and Requests for Updates or Future Presentations

CHAIR HANSEN: Do I have anything from my fellow Commissioners?

COMMISSIONER ANAYA: I have a quick one.

CHAIR HANSEN: Okay.

COMMISSIONER ANAYA: Madam Chair, and I think it's timely, based on the conversation that we just had relative to services, what we do, when we do it, how we do it, and it comes with the territory. We understand it as public servants and County staff certainly understand it's that being in County government, especially being in any decision-making role is a place of being loved and hated all at the same time and all rolled up into one, and many times, maybe more frustrated or hated than loved. But we do what we do because we have a desire to try and improve and make things better as best we can.

There was an article in the paper this weekend relative to the Walk of Shame and it hit me pretty hard but in a different way. I'm going to put a different sense and different spin on it. We have to really be careful and cautious about other things that we take on and we also have to be careful and cautious not to begrudge and hurt the very people that help us on a daily basis. And I think articles like that many times hurt our public safety individuals, our law enforcement personnel, Sheriff's Department and our Correctional facility and staff, when they're out there day in and day out trying to provide the best services that they can for the public and for the constituents.

There was a gentleman who got up earlier tonight, chose to bite my tongue at that time that begrudged the Sheriff's Department, the Sheriff and the services that they provide and I'm going to just say it loud and clear. Those individuals in law enforcement, day in and day out, in public safety and fire and corrections, they put themselves in harm's way for the service of the constituents, for the service of the public and the people of the county, the city and the state of New Mexico.

And those correctional officers and those correctional people and staff, the director and everyone else in between do that day in and day out. Nobody wants to hurt people and put them in a difficult position but sometimes we tend to coddle the wrong people at the wrong times, and I do not thing – and I know for a fact that our Sheriffs and our Sheriff himself and his staff and our correctional staff, they take care and pride in serving those people in providing a safe environment in a difficult situation in those

correctional facilities. And we can't be everything for everyone all the time. We just can't.

I know that we've reached out and worked on transporting and getting people rides back where we can and I know the Manager's done that. I know Mr. Sedillo's done that and the current and prior warden and their staff. But we can't just always be the one that fixes all that. And we can't always continue to assume liabilities that are associated with things which people think are as simple, well, it's just ride into town. Well, a lot of times people don't talk about what happened with that particular individual? What did that individual do? What crime did that particular individual commit? What freedom or what thing did that particular individual maybe take away or inflict harm and pain on and that's why they were ultimately paying for that pain and that consequence by being incarcerated.

I'm a compassionate individual. I've been experienced through family members' challenges associated with people being incarcerated and having to deal with that as a family member, but I was also raised by my parents that there are actions and there are consequences for those actions. So I just want to put forward that everybody can have their own perspective. Everybody does, but the County can't be the be-all, end-all and we can't fix everything and we can't do everything for everybody. But I can emphatically say all of those individuals, from the Manager to every staff person talked about, nobody walks through the doors with malice. Nobody walks through the doors with hate. Everybody tries to figure out how do we build a compromise and how do we help people out.

But it can't just be the County and we can't always be the one held responsible for every action. And so I'll leave it at that, but I thank our correctional staff. I thank our Manager. I thank our Sheriff and our Fire Department and everyone across the County for what they do. And that doesn't mean that in saying those words that everything's perfect and everything works out good because we know that terrible things happen especially in places like the jail. And we know everybody's not perfect and there are challenges people face in every one of those endeavors but lock, stock across the board, the majority of people in County government, walk in every day, do what they can for the citizens and for the right reasons. And so I'll just leave it at that. Thank you, Madam Chair.

CHAIR HANSEN: Thank you, Commissioner Anaya. I support what you said. I think we are all trying to do our best when it comes to the inmates that are released and providing them at least three types of options to get back into the county. There is the blue bus. We do offer them rides. We do allow them to call for somebody. So I think that we are making an effort to provide services so I appreciate your comments on that. Commissioner Hamilton.

COMMISSIONER HAMILTON: So I just wanted to mention that for District 4, I'm going to have a townhall Thursday the 23rd at the Hondo Fire District 2. That's the fire station near the Café Fina from 6:00 to 8:00 pm. I hope that everybody who's listening and everybody in the audience comes. My townhalls are just so much fun. Attend and bring all your concerns. I can't help myself, but Glorieta Pass, thanks to all the hard work of not just this Commission but the County staff and I want to particularly thank Katherine and Tony. We have fire volunteers with Dennis Patty who is

the chief mechanic for the Fire Department picking up a new rescue that we managed to get with three other rescues being picked up for three other districts. So the department is hugely grateful and hugely excited about having the gear to be able to respond effectively.

CHAIR HANSEN: Thank you, Commissioner Hamilton. I just have a few things to mention. One, I was on the Richard Eaves show last week and that was very fun and if anybody wants to listen to it there's a podcast and it's available on my website and Mr. Eaves asked me to come back so we must have had a good time and I must have been entertaining, so that was a great thing. We talked about a lot of things at the County, and we talked about the Fix-It Clinic which was extremely successful and I think that what the Sustainability Office is doing with the Fix-It Clinic is a really important offering. I got a very nice letter form a constituent thanking me for mentioning that at my townhall which was on July 23rd. It's good that we're staggering them. That's great.

I also, on Sunday I attended the farmers market picnic with Mayor Webber and Councilors Lindell and Villareal and it was a very fun event and the farmers market is 50 years old. I have been a consumer of the farmers market for the 45 years that I have lived here. I remember the farmers market on Camino Alire, at the Sanbusco Center. It's moved around, and I am so happy that it has a permanent home. I think it is a really important asset to our community and a strong economic development and I was able to mention our Agri-Gate program at the farmers market and remind the farmers that we are committed to local agriculture in Santa Fe County.

Then I also wanted to mention that myself and Rudy Garcia attended the La Cienega meeting and we missed you, Commissioner Anaya. I know that it was very short notice and I barely made it myself. But I was glad that we could both be there and answer the constituents' questions. I think that the work that we have been doing after the flood has been really important to provide services to that community. I hope that at some point we get another update on how things are going. In my district, West Alameda was heavily impacted by the flood on the 23rd and since that is a line of demarcation between the city and the county we're trying to work together with them to solve some of these issues.

And I also want to once again thank the governor for declaring an emergency. Even though it's not very much money, $750,000 does not go very far, it does help individuals get assistance and that is really important.

The Food Depot has been a big help to the constituents in La Cienega and since La Cienega – I have a small portion of it in my district so I was happy to see that the constituents there were being supplied food from the Food Depot and I want to remind everybody that the neighborhood to neighborhood food drive is September 15th and so it's an opportunity for all of us to participate in helping with hunger in our community. Hunger is a real issue in every county in New Mexico and the Food Depot helps many counties. So please contribute. Please organize your neighborhood. In my neighborhood, Casa Alegre, the drop-off location is at my house and most of my neighbors know where I live so I look forward to seeing you all on the 15th. I think I've covered a number of issues. Commissioner Anaya, I see you have your hand up again.

COMMISSIONER ANAYA: Yes, I was going to ask Manager Miller, but you mentioned the meeting. There's been several meetings actually but I want to

acknowledge Mr. Kelley, Mr. Martinez, Manager Miller, Mr. Vigil, who's outside. I think he might still be here. You mentioned Mr. Garcia. Les Francisco. Les Francisco has been doing a lot of work associated with the solid waste. But could – Ms. Miller, could you and maybe Mr. Martinez provide some – a brief snapshot of some of the work. I know Public Works has had a lot going on associated with that, but I think it would be a good thing to provide an update. A lot of individual calls from homeowners, the day after the Commission meeting we had a meeting with all those people I just mentioned in regards to the work. But if you could provide an update and then FEMA – I think we haven't heard much on the FEMA side so maybe Martin or Ms. Miller can provide some information relative to that. And then also giving out the same numbers and information that all of you have been doing since the actual day of the flood, I'd appreciate it. And then I wanted to see if I could find out from GIS. The Chair said she's in La Cienega, her district is in La Cienega. So did somebody do a redistricting when I was out, before I got here? That's the first I've heard that.

CHAIR HANSEN: If you look at the map I have a small, little section down by HIPICO and it goes right into the edge of the traditional community.

COMMISSIONER ANAYA: It's all good. It's all good, Madam Chair. I'll tell you what in situations of disaster and need it's appreciated to have all the Commission, including yourselves, be as supportive as you have, as we've reciprocated in issues in other parts of the county. So I'm very, very appreciative to every individual that's been a part of that process, including yourself. So, thank you. Mr. Martinez.

CHAIR HANSEN: Also, I didn't get to mention but the SBA has given us money also besides the declaration of emergency. But go ahead, Mr. Martinez.

MR. MARTINEZ: Madam Chair, so just to give you some numbers here. From July 23rd to August 12th we had approximately 25 employees from Road Maintenance and Solid Waste assisting with the cleanup in the La Cienega area. We've totaled, between that time period, 1,891 man-hours, and that equates to $60,669 of wages paid for this time period. Also equipment hours. We use the reimbursable equipment rate by the state. We've racked up 1,669 hours of equipment usage for a total of about $130,527. We are hauling the waste to the landfill. We've incurred $42,809 of tipping fees, which is approximately 1,070 tons of waste that we've hauled.

Now I've had some discussion with the landfill, Santa Fe Solid Waste Management Authority executive director Randall Kippenbrock and I had discussed with him that the County is going to approach the SWMA board to waive these fees. He said that the City is doing the same thing now, hoping that they will get reimbursed through either the state of FEMA and cover those costs at a later date. So the County staff plans on doing the same thing, requesting for the landfill to waive these fees.

The other thing – so the total that we've incurred is about $207,000 to date. If we were to submit for reimbursement that is the amount that we can justify. I'm not sure if we'd get reimbursed in the past for emergency situations. The state has denied our reimbursement request because they feel that the County can absorb those costs.

The other thing I want to bring to your attention is the County Assessor, Gus Martinez, they were able to fly the County at a discounted rate right after the flooding that took place to show the pictometry of what occurred in that area. They flew the Tesuque area, Arroyo Chamiso, Arroyo Hondo, all the way down past La Cienega. So we

SFC CLERK RECORDED 09/14/2018

do have aerial photography now that we can compare what happened after the flood and before the flood. Unfortunately, a lot of the cleanup had taken place before they flew this – I think it was last week. It would have been ideal to fly it within the next day or two after the incident, which the County Assessor Gus says in the future they are aware this company will fly these areas at half-price, like they did now, but now he knows that we can get it done right away.

So that was about $16,000. So there has been some additional isolated flooding incidents that I want to bring to your attention. Chimayo, a couple areas. Tesuque was hit mainly in the Big Tesuque Canyon and a couple of incidents last week in Edgewood. So isolated incidents but the main area is La Cienega. I have been getting calls from residents calling me about FEMA funding. I know Kristine sent something out that more information would follow for residents to be able to access those funding sources so just heads up. We are getting calls. At this time I'm not sure where to send them to.

COMMISSIONER ANAYA: Madam Chair.

COMMISSIONER HAMILTON: Yes.

COMMISSIONER ANAYA: If Mr. Vigil could just provide a little information. I know there's things that we've tried to do as a County and there's things that because of private property issues that we've reached out to non-profits to do because we can't do them. Martin, if you could talk about some of what's gone on and then whatever you want to add relative to the work you've been doing.

MARTIN VIGIL (Emergency Management): Thank you, Commissioners. So, yes, we've been still engaged pretty much every day up until Monday was our first really break that we had a chance to even start restocking things. Our team has been working with the recovery staff with the State of New Mexico. We accompanied the FEMA assessment teams. The SBA assessment teams and went through most of the heavy hit areas in La Cienega in addition to the Tesuque area.

Since then we've made approximately 12 face-to-face contacts with additional residents that weren't captured on the original damage assessment activities of the first week of the flood. We've been trying to identify people that have immediate needs, like basic life needs versus issues with the arroyos versus issues with their property and then damage to their homes. We've been kind of coordinating, moving those different areas to, like Public Works, for example.

Last week we escorted the State Recovery personnel and toured the open space trails along the river. It was an all-day venture with ATVs. They were very appreciative and they were able to document quite a bit of damage that we didn't really – we had heard about but we really didn't have eyes on a lot of that area. So that was a very, very productive day.

So currently we are waiting for the SBA to actually come up with their declaration. There's office space that has been identified in the event that they actually bring a team to Santa Fe and then they'll take the lead in press releases to get people notified that that office is up and running. We're still waiting for that. The FEMA declaration or the side of things, they captured all of the information from New Mexico, multiple counties. They returned back to FEMA region six and we're waiting to hear from them. So right now we haven't really had any information to push out.

COMMISSIONER ANAYA: Thank you, Mr. Vigil. I will just add that

SFC CLERK RECORDED 09/14/2018

you guys are doing still a clearinghouse of who's making requests and what their damages are to their properties and we know we can't provide all the services but we are making linkages to where they can get services. Correct?

ASST. CHIEF VIGIL: Correct. And obviously, our priorities is anyone out there that either has maybe run out of essentials or that weren't captured originally. We have not seen anybody that's in really – lack of food, water, pet care items, that sort of thing. Most of what we've seen is property damage. Some of the debris areas we've passed on to Mr. Martinez and they've been very, very receptive to those areas and we've just been continuing that.

My crew is up in Glorieta this afternoon and then I visited La Bajada Village yesterday, looked at some of the issues down there, and then I've got one more site visit tomorrow that's scheduled. So again, this is a long-term process and we're going to stay engaged through it all, really. Recovery tends to be months, years in the process of emergency management.

COMMISSIONER ANAYA: Madam Chair, relative to government to government, the mutual domestic and the acequia brought up some specific challenges. Can we get an update, and I know there's continued evaluation on that, but can we get an update at the next meeting with progress. Put it on the agenda as a recurring item, and then let's figure out what those government to government opportunities are relative to the water system. I think it was brought up, as well as the acequia that we might be able to help mitigate. Or Mr. Martinez, if you had something you wanted to add.

CHAIR HANSEN: It would be great if we had a regular update and I want to also thank all of you, Mr. Kelley, Mr. Vigil, and all the people who attended the La Cienega meeting. I thought it was really important for the constituents. And I know that Commissioner Roybal has a question.

COMMISSIONER ROYBAL: Yes. It's my understanding that there are several cars that are in the arroyos in the area and do we have a path forward for the removal of those vehicles?

ASST. CHIEF VIGIL: I can't say we have a plan. What we did is on Friday we sent our wildland short crew. They started at Cochiti Lake and came up the drainage all the way to La Cienega. They identified five cars that were in that drainage. They weren't occupied. There was also several debris fields that possibly were big enough to hide a car. We got VIN numbers, license plate, all that. Ruled out hazardous materials. As far as I know, we still were working on approximately 15 cars. Some of those have already been removed, but we'll try and pass that on. I'm not quite sure we've got the plan to remove those or what it's going to take. Part of their recon was looking at access to them, what properties were involved. There's a couple that they're literally boxes of metal in the arroyo. They don't even look like a car, so I'm not sure how to actually extract them out of the arroyo. But we'll be looking at that.

I haven't had a chance to do a face-to-face with them. They've got images and GPS coordinates.

COMMISSIONER ROYBAL: Okay. Thank you.

MR. MARTINEZ: Madam Chair, Commissioner Roybal, if I could add to that. Some of those areas that these cars have ended up in are in wetlands, so it would be impossible for us to get equipment in there to extract those vehicles. So I'm not sure how

those would be removed. The other thing I want to comment on is the acequia assistance. We're willing to assist with the acequia assistance but there is a process that these associations need to get a letter from the Corps, either a permit or an authorization letter stating that they're exempt or whatever. So we're willing to help but there is a process. We are not exempt from the Corps of Engineers' rules and regs. They regulate all activity in the arroyos and the rivers. So we do need to abide by their process and anybody that needs our assistance still needs to go through the process to say, yes, you are exempt, or no, you need a permit. Here's the permit for Santa Fe County or here's the authorization letter and then we can assist them.

CHAIR HANSEN: Okay. Thank you very much.

VII. MATTERS FROM OTHER ELECTED OFFICIALS

A. Elected Officials Issues and Comments, Including but not Limited to Updates, Concerns, Recognitions

CLERK SALAZAR: Chair Hansen, Commissioners, I'd like to mention that we will be having an election, the 2018 general election. We will have early voting and November 6th will be election day. All of the information regarding this election will be on the Clerk's webpage. There will also be maps for the locations of voting convenience centers for general election day, and then we will be putting up a map showing where the voting convenience centers will be for early voting.

We're going to try to put as much information, even more than usual, especially with concerns that the public may have, if their vote will be counted or not. I want to assure everyone to understand to please vote and your vote will be counted. Because I get emails, How's security? Will my vote count? Yes, your vote will count. We're very fortunate in New Mexico as I've mentioned many times before throughout the years that we're very fortunate in New Mexico that we have paper ballots. We can recreate an election. We have machines that we test rigorously at the County level in our warehouse. So we do everything we can in Santa Fe County.

In addition to that, I have attended several election security forums, workshops and yesterday there was a national tabletop process of how to work with election security. We had 40 federal agencies that were represented from the FBI to the National Guard to the Department of Homeland Security. Many federal employees. In addition to that, secretaries of state from 22 states and then many county clerks and their staffs. So we together were on a line and connected through a screen and communicating on working on exercises and what we would do in certain security issues. So a lot of that is ongoing so we are participating and also I want to let people know that to feel safe that you can vote, it will be counted, and not to disregard voting because you think it may not be counted.

CHAIR HANSEN: Thank you, Clerk Salazar. I have your little pin on that you gave me. It says vote. I completely support everyone voting and it's good to know that we are moving towards, have always had secure voting.

CLERK SALAZAR: Yes. And also too remember we may get emails at the County level. If you get anything that looks bizarre, or questionable regarding elections to please send it my way. We're putting up a system at the state level where we

SFC CLERK RECORDED 09/14/2018

can get some of those scanned. Because we're aware that we could be – there could be an infiltration attempt but we're preparing for that and we are prepared for that. So be aware of emails. You may receive them. They may consider you the election representative for the County and in many ways you are, because you approve many of the process. Both the County Clerk and her staff do run the elections so if you get something please forward it to me so that I'm aware and then I can take care of it. Okay?

CHAIR HANSEN: Okay. Thank you very much.

VIII. MATTERS FROM THE COUNTY ATTORNEY

A. Executive Session. Limited Personnel Matters, as Allowed by Section 10-15-1(H)(2) NMSA 1978; Board Deliberations in Public Hearing(s) on the Agenda, as Allowed by Section 10-15-1(H)(3) NMSA 1978; 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

1. **RFP 2018-0350-CMO/BT Santa Fe County Administration Offices Consolidation and Renovation Project**
2. **RFP 2018-0351-CMO/BT Professional Surveying Services for Rights-of-Way for County Maintained Roads Within the Pueblos of Nambe, Tesuque, San Ildefonso, and Pojoaque**
3. **BCC Case # SLAP 18-5120 Appeal of Glorieta 2.0 Variances**

BRUCE FREDERICK (County Attorney): Madam Chair, we're requesting a motion to go into executive session to discuss the items mentioned in item VIII. A, pursuant to the authorities mentioned in the same item.

COMMISSIONER ROYBAL: Madam Chair, I'd like to make a motion to go into executive session for the items summarized by Mr. Frederick.

COMMISSIONER HAMILTON: Second.

CHAIR HANSEN: Roll call please.

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

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

COUNTY CLERK RECORDED 09/12/2018

[The Commission met in executive session from 4:20 to 5:50.]

CHAIR HANSEN: We need a motion to come out of executive session. Do I have a motion to come out of executive session?

COMMISSIONER ANAYA: Madam Chair, I move we come out of executive session and only those items listed on the agenda were those items discussed. Members present were the Commission, County attorneys, County Manager, Tony Flores, Bill Taylor, Rachel – anybody else?

MR. FREDERICK: I think you got it right and I don't think it's essential to list everyone.

COMMISSIONER HAMILTON: Second.

CHAIR HANSEN: I have a motion by Commissioner Anaya, a second by Commissioner Hamilton to come out of executive session.

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

VIII. B. 1. County Administrative Offices Project: Request Approval of the Design Build Institute Agreement No. 2018-0350-CMO/BT Between Santa Fe County and Jaynes Corporation/StudioSW Architects in the Amount of $27,920,000, Exclusive of New Mexico Gross Receipts Tax for Design-Build Project Delivery Services of the County Administration Offices, Consolidation and Renovation Project and Authorizing the County Manager to Sign the Purchase Order

CHAIR HANSEN: What is the pleasure of the Board?

COMMISSIONER ANAYA: Madam Chair, I move for approval.

COMMISSIONER HAMILTON: Second.

COMMISSIONER MORENO: Second.

CHAIR HANSEN: I have a motion by Commissioner Anaya and multiple seconds by Commissioners Hamilton and Moreno.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER ANAYA: Under discussion.

CHAIR HANSEN: Under discussion.

COMMISSIONER ANAYA: Madam Chair, many, many years of discussion, many, many years of work and that's all I'll say. Thank you.

CHAIR HANSEN: I will say that I look forward to sharing the process with the community and making sure that the community is informed and that once this is approved that there will be a community meeting and we will move forward with that process.

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

SFC CLERK RECORDED 09/10/2018

VIII. B. 2. Request Approval to Utilize Multiple Statewide Price Agreements for the Installation of Furniture, Fixtures & Equipment, Low Voltage Products and Services and Controlled Access, and Authorizing the County Manager to Negotiate and Execute the Contracts if Necessary, and Sign the Purchase Orders

CHAIR HANSEN: What is the pleasure of the Board?
COMMISSIONER HAMILTON: Madam Chair.
CHAIR HANSEN: Yes.
COMMISSIONER HAMILTON: I'd like to move to approve this.
COMMISSIONER ANAYA: Okay, I have a motion.
COMMISSIONER MORENO: Second.
CHAIR HANSEN: and I have a second by Commissioner Moreno. Discussion?
COMMISSIONER ANAYA: Madam Chair.
CHAIR HANSEN: Yes.
COMMISSIONER ANAYA: I think this gives us a mechanism to get the best prices that we can, based on our statewide agreements that have already been bid through the statewide procurement process. Is that an accurate statement, Mr. Taylor?
MR. TAYLOR: Madam Chair, Commissioner Anaya, that is correct. They've already been negotiated for the best price but further negotiation, the opportunity is there for this process.
COMMISSIONER ANAYA: Thank you, Mr. Taylor. Thank you, Madam Chair.

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

VIII. C. Request Approval of a Professional Services Agreement, Contract No. 2018-0351- CMO/BT, Between Santa Fe County and Precision Surveys, Inc. in the Amount of $707,715.93, Exclusive of New Mexico Gross Receipts Tax, for Surveying Services for Rights-of-Way of County Maintained Roads Within the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe, and Authorizing the County Manager Sign and Execute the Contract and the Purchase Order

CHAIR HANSEN: What is the pleasure of the Board?
COMMISSIONER ANAYA: Madam Chair.
CHAIR HANSEN: Yes.
COMMISSIONER ANAYA: It's a question. Mr. Taylor and Mr. Flores, have we followed the process by which Santa Fe County always follows associated with requesting professional services from any entities?
MR. TAYLOR: Madam Chair, Commissioner Anaya, we did, based on the procurement code, 13-1, 120 through 125, required that all qualification-based selection be issued through a request for proposals and selection be made based on the

best qualified firm. We followed those processes.

COMMISSIONER ANAYA: Thank you, Mr. Taylor. Thank you, Madam Chair.

COMMISSIONER ROYBAL: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER ROYBAL: I did have a question. I know there were several concerns that were brought up by constituents wanting to have an independent survey and I know there was still some concerns now with awarding to the same surveyor that did the work, the prior work for different pueblos in the area. I know that there was these concerns so that's something that I wanted to address and bring up because I know it was a concern for my constituents. So I just wanted to – I'm glad that you reiterated that we did follow state procurement but I still have some concerns with that so I just wanted to put that on the record.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER ANAYA: I appreciated those comments that Commissioner Roybal brought up because I recall the same concerns and that's why I asked that question. But I'll go ahead and move for approval, Madam Chair.

CHAIR HANSEN: I have a motion to approve. Do I have a second?

COMMISSIONER HAMILTON: Second.

CHAIR HANSEN: I have a motion by Commissioner Anaya, a second by Commissioner Hamilton.

The motion passed by majority [4-11voice vote with Commissioner Roybal casting the nay vote.

IX. PUBLIC HEARINGS

A. Land Use Cases

1. (BCC Case # SLTE 18-5010 Saleh Phase 1 Plat Extension. Senemar, LLC, Applicant, Design Enginuity, Agent, Request an Extension of the Recording of An Approved Preliminary and Final Plat. Saleh Phase 1 Creates 3 Commercial Lots on 24 ± Acres. The Property is Located on the South Side of I-25 and East of Richards Avenue, Within Section 16, Township 16 North, Range 9 East (Commission District 5)

CHAIR HANSEN: Welcome, Jose. Nice to see you.

JOSE LARRAÑAGA (Case Manager): Thank you, Madam Chair. On April 14, 2015, the Board of County Commissioners approved a Master Plan for the Saleh development to allow a phased mixed-use development on a 64-acre site. The approval included a variance of Santa Fe County Ordinance No. 2000-12, the Community College District Ordinance, Section 6.E.3.c, which amended the Code in order to allow a no-outlet roadway to exceed 300 feet and a variance of the CCDO, Section 6.7, Road Design Standards, to allow deviation from design standards required of a living priority road.

SFC CLERK RECORDED 09/14/2018

The uses allowed by the approved master plan for Phase 1 consisting of 24.16 acres, includes the following: 13.55 acres of open space which includes passive space, parks, plaza, trails, roads, drainage facilities, wastewater treatment facilities, stables, riding academies, and cemeteries; neighborhood center consisting of 7.39 acres which includes cemeteries/funeral homes and churches/religious institutions and an employment center consisting of 1.82 acres which includes air conditioned storage facility with allowable caretaker unit and RV and boat storage facility.

The use list for Phase 2, consisting of 35.68 acres, includes the following: 16.13 acres of open space which includes passive space, parks, plazas, playgrounds, trails, roads, drainage facilities, wastewater treatment facilities, stables, riding academies and cemeteries; employment center consisting of 18.97 acres which includes apartments, condos or townhomes, shopping center, hotel, restaurants, and office/retail.

On January 12, 2016, the Board of County Commissioners approved a request for a master plan amendment to allow 12 commercial lots on a 64-acre site, to increase the amount of seating allowed in the church/religious institution use and for preliminary and final plat and development plan to create three commercial lots on 24 acres, for Saleh Phase 1

Ordinance No. 2016-9, the Sustainable Land Development Code Chapter 5, Section 5.8.7 states: "Any approved or conditionally approved final plat, shall be recorded within 24 months after its approval or conditional approval or the plat shall expire. Prior to the expiration of the final plat, the subdivider may request, from the Board, an extension of the final plat for a period of time not exceeding 36 months."

The applicant requests an extension of the recording of the approved preliminary and final plat for Saleh Phase 1, in accordance with Section 5.8.7 of Ordinance 2016-9, the Sustainable Land Development Code.

The applicant states, "We request a three-year extension of the recording of Saleh Phase-1 Plat, due to construction delays of the Northeast Connector which are not in the developer's control."

Saleh Phase 1 and 2 was subject to utilizing the City of Santa Fe Water Utility. The City is unable to continue water service to the County from the Richards East Connection that supports the service for the proposed development. As a result, the County Utility is able to provide service with a point of connection from the Rancho Viejo tank being required. Also due to increased demand for wastewater services from multiple developments in the adjacent areas, including failing sewer systems similar to the onsite wastewater facility proposed for Saleh Phase 1, the County intends to provide wastewater services to this area in the near future.

Staff recommendation: Staff recommends approval of the request for a three-year time extension, starting April 14, 2018 and expiring April 13, 2021 of the recording of Preliminary and Final Plat, to create three commercial lots on 24 acres, for Saleh Phase 1, subject to the following previously imposed conditions. Madam Chair, my I enter the previously imposed conditions into the record?

[The previously imposed conditions are as follows:]

1. The Applicants shall comply with all review agency comments and conditions, conditions shall be noted on the recorded Plat and Development Plan. (Exhibit 6)

SFC CLERK RECORDED 09/14/2018

2. The Partial Assignment of the Water Contract must be conveyed to the Applicant prior to recordation of the Final Plat.
3. The County shall not execute the Water Delivery Agreement until the Applicant pays all outstanding Service Charges due under the Water Contract that are attributable to the 10% interest created by the Partial Assignment. The Applicant shall pay all such charges and enter into the Water Delivery Agreement before recordation of the Final Plat for Phase 1 in the records of the Santa Fe County Clerk.

MR. LARRAÑAGA: And the situation has changed in relation to water, wastewater and roads. Staff recommends the following additional conditions be imposed and I'd like to enter those into the record also.

[The additional imposed conditions are as follows:]

4. Applicant must incorporate the 8 recommended technical review conditions (SFCU) onto the plat for Phase 1, as written in the November 3, 2015 letter from SFCU. (Exhibit 7)
5. Preliminary and Final Plat and Development Plan for Saleh Phase 1 with appropriate signatures shall be recorded with the County Clerk.
6. The Applicant shall submit a financial guarantee, in sufficient amount to assure completion of all required improvements prior to Final Plat recordation of Phase 1.
7. Saleh Phase 1 and 2 shall take access via the northeast connector utilizing two access points (Saleh Avenue and North Willow Back Road).
8. The Preliminary and Final Plat for Saleh Phase 1 shall not be recorded until such time that the northeast connector is under construction and no permits will be issued until the northeast connector is operational.
9. Saleh shall connect to the County water utility. Saleh shall be responsible for all design and construction costs associated with water connection. An approved water delivery agreement shall be submitted and all conditions of that agreement shall be complied with prior to final plat recordation. (Amending Previously imposed Condition # 4)
10. Saleh shall connect to the County's wastewater utility. Saleh shall be responsible for all design and construction costs associated with wastewater connection. A wastewater collection agreement shall be submitted and all conditions of that agreement shall be complied with prior to final plat recordation (Amending Previously imposed Condition # 6)
11. The Applicant shall grant a 120-foot wide road easement along the northern portion of the property for construction of the N.E. Connector.
12. The Applicant shall be responsible for the design and construction of any intersections tying into the N.E. Connector, subject to approval by the County Public Works Department. These intersections may require additional easement.

MR. LARRAÑAGA: Madam Chair, I stand for any questions.

CHAIR HANSEN: Are there any questions from the Board? I'm going to public hearing. Is there anybody from the public who would like to speak on this issue.

SFC CLERK RECORDED 09/14/2018

Yes, Oralynn. Please come forward.

[Duly sworn, Oralynn Guerrerortiz testified as follows:]

ORALYNN GUERRERORTIZ: Thank you. I'm Oralynn Guerrerortiz with Design Enginuity and I'm representing the applicant, who's here today. Esmail Haidari,the gentleman back here, and he owns Senemar and he owns the Saleh property.

We could move forward but we'd have to build an intersection at Dinosaur and Richards Avenue that the County intends to demolish with the plans for the northeast connector. So we haven't moved forward because it's painful to build something that's going to be ripped out. So we encourage you to all move forward with the northeast connector and we made an agreement with the neighborhood that our project would have a low intensity use until the northeast connector is built and they agreed they could support the apartments and the hotels and other things.

So we're hoping for an extension because we can't control when the northeast connector gets constructed and we stand for any questions and we agree to conditions.

CHAIR HANSEN: Commissioner Moreno.

COMMISSIONER MORENO: Actually, I would direct my question to the County Manager. The Saleh project being dependent on what's happening to the connectors, what is the status of those if you have that information?

MS. MILLER: Madam Chair, Commissioner Moreno, we are in the process right now of procuring the engineering services for the north- and southeast connector. We're going to move forward with the project without the state participation, because that was proving to be a little bit of a stumbling block to getting moving on the project. So I believe, as a matter of fact, that we issued the RFP for those design services. If it hasn't gone out this week it's definitely slated to be out in the next couple of weeks. Once we procure the design services then they have to get to at least 30 percent design for us to get the exact alignment and the rights-of-way and then finish design and go out for construction.

COMMISSIONER MORENO: Thank you. And thank you for being patient.

CHAIR HANSEN: Is there anybody from the public who wishes to speak, either for or against this project? Okay, seeing none, I am closing the public hearing. I see here that one of your requests is – one of the staff recommendations is that you shall grant an 120-foot road easement along the northern portion for the property of the northeast connector. So I'm trusting that staff believes that's enough of an easement for the northeast connector?

MR. LARRAÑAGA: Madam Chair, that was reviewed by our Public Works Department and that's what they requested.

CHAIR HANSEN: Okay. So do I have a motion? Commissioner Hamilton.

COMMISSIONER HAMILTON: So the only other things that were different were the two conditions that were taken out and replaced with two others.

MS. GUERRERORTIZ: Yes. Primarily, the water situation has changed because we had a water line on our property boundary that they tell us we can no longer connect to. And prior, the old code allowed us different options for providing sewer services. We could have had our own treatment plant on the property or gone to the City

SFC CLERK RECORDED 09/14/2018

or County. And I guess now the code says we have to join the County. There is no County line in our area so it's problematic, but there are other developments that are caught in the same Catch-22. We're hoping that it will get resolved also and I think with the development of the roadway we'll see a lot more movement in this area.

COMMISSIONER HAMILTON: Okay.

COMMISSIONER MORENO: Madam Chair.

CHAIR HANSEN: Commissioner Moreno.

COMMISSIONER MORENO: I would move approval of this project, with the conditions.

COMMISSIONER HAMILTON: I'll second.

CHAIR HANSEN: Discussion? Any other discussion?

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

CHAIR HANSEN: Thank you very much, Oralynn, for being here. I want to send my best wishes to you and your husband and I wish you the best.

IX. A. 2. <u>BCC Case # SLAP 18-5120 Appeal of Glorieta 2.0, Variances.</u> Mike Adney and Jeff Hanus, Appellants, are Appealing the Planning Commission's Decision Regarding Variances of the Following Sections of Ordinance No. 2016-9 the Sustainable Land Development Code (SLDC): Table 7-13: Rural Road Classification And Design Standards (SDA-2 And SDA-3) Regarding Width and Grade of Roads; Section 7.17.9.2.3 (No Structure May Be Constructed on a Natural Slope of 30% or Greater); Section 7.17.10.4.1 (Roads And Driveways Shall Not be Designed or Constructed on Slopes Over 25%); Section 7.17.10.3.1 (Disturbed Area on any Lot Shall Not Exceed 12,000 Square Feet); Section 7.17.9.2.7 (No Significant Tree May be Removed from Slopes Greater Than 30%); Table 8-17, Dimensional Standards-Public/Institutional (PI) Regarding the Flyline Zip Line Structure Exceeding the Maximum Allowable Height of 48 Ft.; and Section 7.17.9.3.1 (Height for Structures on Slopes of 15% or Greater). the 2,227.44 ± Acre Site is Zoned as Public Institutional (650 ± Acres)/Rural (1,500 ± Acres)/Rural Fringe (78 ± Acres) and is Located at 11 State Road 50, Within T16N, R11E, Section 22, SDA-2 (Commission District 4) *[Exhibit 6: Applicant's List of Variance Requests; Exhibit 7:Letters of Support for Project; Exhibit 8:Index for Applicant's Material; Exhibit 9: Applicant's Response to Appeal]*

MR. LARRAÑAGA: Thank you, Madam Chair. What Vicki's passing out right now is an index that may help you maneuver through the exhibits a little better, and some letters that were sent to us in support after the packet material was done. The 2,227.44 ± acre Glorieta site has historically been known as the Glorieta Baptist

SFC CLERK RECORDED 09/13/2018

Center. The site was established pre-1981 and as per Santa Fe County Ordinance 1996-10, the Santa Fe County Land Development Code, this site, inclusive of structures and uses, was considered as non-conforming or pre-code. The site consists of approximately 18 lodges/dorm facilities, approximately 100 small lots with most lots having dwellings on them, dining hall, auditorium, meeting rooms, and other structures which were utilized by the conference center. The site was utilized as a religious facility, retreat, lodging for attendees of camps and retreats, and other activities associated with the facility. The Glorieta Baptist Center had a County Business Registration and the Center also applied for several Development Permits with Santa Fe County starting in 1981 up to 2013.

On August 13, 2013, a Santa Fe Code Enforcement Officer received a complaint that the Glorieta facility had drained the water from the lake. The Officer conducted a site inspection and took photos of the empty lake. The officer advised Glorieta 2.0 staff to contact County staff to discuss future plans pertaining to the lake. Glorieta 2.0 staff met with County staff and discussed the plans for the lake which included proposed structures to be placed in the lake to be utilized by the camp attendees. At that time County staff informed Glorieta 2.0 staff that the Glorieta site was considered a non-conforming site/facility as per the Land Development Code and any development on the site would require a development permit from Santa Fe County and any expansion of the site/uses would require the submission/approval of a master plan. They were also informed that Glorieta 2.0 was required to obtain a County Business Registration to conduct business at the site.

On October 30, 2013, Glorieta 2.0 applied for a County business registration. On January 15, 2014, Glorieta 2.0 Inc. was issued a Santa Fe County business registration to operate as a church camp, adventure camp, family camp, day camp, retreats, and conference-type business (Exhibit 3). Historically these uses/activities were conducted by the previous owners. The business license was issued based on the fact that the proposed uses/activities were not intensifying the use of the historic non-conforming uses/activities of the site.

On February 10, 2014, Glorieta 2.0 Inc. was issued a development permit to remove some paved parking areas and replace such areas with walking paths and a recreation area. The parking area that was removed was not going to be utilized by Glorieta 2.0 and there was sufficient parking for the facility on the site. Permit # 13-660 was the only permit applied for and issued to Glorieta 2.0 between February 10, 2014 and February 22, 2017.

On February 15, 2017, Santa Fe County Growth Management Staff and the Santa Fe County Fire Marshal conducted a site visit at 11 State Road 50 and 101 Oak on the facility known as Glorieta 2.0 Inc., in accordance with the Santa Fe County Sustainable Land Development Code, Ordinance No. 2016-9, Section 14.1. Staff observed various incidents of unpermitted development including but not limited to: multiple new structures utilized for zip lines, a structure which includes lake slides and diving boards, multiple decks, a remodeled building utilized as a coffee shop/general store, the construction of trails for extreme biking, and a skeet shooting range. Staff also documented a large area of land that was being utilized to dispose of solid waste material, which is a public nuisance and may contain hazardous materials. Glorieta 2.0 was issued a Notice of Violation/Stop Work Order for non-compliance of Section 4.8 of the SLDC

and Ordinance 1993-11, which is the Anti-Litter Ordinance.

On February 22, 2017, the Land Use Administrator issued an Order to Cease and Desist, which stated the following: "The unlawful use being allowed on the property presents an immediate risk to the patrons of the facility, the general public, and surrounding property. You are therefore, ordered to immediately cease and desist the occupancy and use of the unpermitted structures and unpermitted remodeled structures. Failure to immediately cease and desist occupancy and use of the unpermitted structures and unpermitted remodeled structures at 11 State Road 50 and 101 Oak, Glorieta, NM will result in criminal charges being filed and may result in a civil action to enjoin the use." Glorieta 2.0 was issued a Final Notice of Violation/Stop Work Order for non-compliance of Section 4.8 (unpermitted development) of the SLDC and Ordinance 1993-11.

Current status of site: Santa Fe County has allowed Glorieta 2.0 to submit for several development permits for interior renovations, exploratory wells, and new roofs following the issuance of the Order to Cease and Desist. These development permits were issued by Santa Fe County due to concern for life safety issues.

Post the issuance of the Order to Cease and Desist, Glorieta 2.0 was pro-active in cleaning the large area of land that was being utilized to dispose of solid waste material. A Solid Waste Abatement Plan was submitted and the cleanup was coordinated with Santa Fe County and the New Mexico Environmental Department. Staff has conducted a site inspection and has verified that the site has been cleared of solid waste and re-vegetated.

Post the issuance of the Order to Cease and Desist, Santa Fe County has allowed Glorieta 2.0 to use the facility in coordination with the County Fire Marshal and the New Mexico Construction Industries Division. The use of the facility was limited to the non-conforming structures and uses. All unpermitted structures were not to be utilized.

On May 25, 2018, staff issued a Temporary Permit and Special Use permit to Glorieta 2.0, to allow a two-day BME Mountain Enduro race on the non-conforming trails on the Glorieta 2.0 site.

On January 4, 2018, a request by Glorieta 2.0, for seven separate variances, was presented to the Sustainable Land Development Hearing Officer. The Hearing Officer memorialized findings of fact and conclusions of law in a written order on this request. The Hearing Officer, based on the evidence presented, recommended approval of the seven requested variances. The written order and the minutes of the January 4th, hearing are attached as Exhibits 22 and 23.

On February 15, 2018, a request by Glorieta 2.0, for seven separate variances, was made to the Santa Fe County Planning Commission. The Planning Commission partially approved one variance, denied two variances, partially approved one variance, and approved four of the variances. The Planning Commission memorialized findings of fact and conclusions of law in a written order on this request. The written order and the minutes of the March 15th, hearing are attached as Exhibits 24 and 25.

On May 14, 2018, Mike Adney and Jeff Hanus submitted an appeal of the Planning Commission's findings of fact and conclusions of law regarding the seven variances requested by Glorieta 2.0. The appellants state, "We agree with the Land Use Staff's findings that originally deny all seven of Glorieta 2.0's variance requests to the

Hearing Officer. We ask the BCC to do exactly the same and deny them all and overturn the Planning Commission's approval(s) or conditioned approval(s) of selected variances."

On April 30, 2018, Glorieta 2.0 submitted a request to amend the Planning Commission's conditions of use on the Zip Line Road. Staff did not act on this request due to the appeal of the Planning Commission's decision.

Glorieta 2.0 states in the site development plan application the following: The property has been historically used as a religious retreat center since the 1950s. In 2013, Glorieta 2.0 purchased the property. Since that time, select recreational amenities have been expanded, necessary repairs made to existing structures, and several buildings have been remodeled. The attached spreadsheet details the property improvements that are part of this site development plan application as depicted in the submittal plans, which includes building remodels, new recreational uses and structures, parking areas, and trails. All new improvements comply with the Sustainable Design Standards of the SLDC, except for those elements requiring a variance. Variance requests are submitted with this application under separate cover. The Project incorporates the following uses that are identified as permissible in the Public/Institutional zoning district. I'll enter the 18 uses for the record.

[The uses are as follows:]

1. Retreats – professional, educational, health-related and religious meetings, conferences or seminars, including meals, overnight accommodations, and recreation for participants and related activities
2. Camps, camping and related activities
3. Religious assembly and churches
4. Conferences
5. Child and youth services
6. Active leisure sports and related activities, swimming and water sports and related activities
7. Active open space and related activities
8. Athletic fields, passive open space, and conservation areas
9. Fitness, recreational sports, and related gym facilities
10. Covered or partially covered atriums and enclosures
11. Performing arts
12. Amphitheater
13. Community meeting spaces, assembly
14. Exhibition, convention or conference structures
15. Residential single family, single-family attached (duplexes), multifamily dwellings and residential accessory dwellings for staff and guests
16. Temporary structures, tents, etc. for shelter
17. Grazing and ranching of livestock
18. Continuation of ground leases for existing residential structures leased to constituents of the organization and/or Glorieta 2.0's predecessor.

The site development plan for a retreat facility with ancillary and historical uses as submitted by the applicant is being evaluated administratively under a separate application as authorized by the SLDC, and this issue is not currently before the BCC. The site development plan application is for a retreat facility to be utilized as it has

SFC CLERK RECORDED 09/14/2018

historically been utilized, which includes the existing legal non-conforming ancillary uses and the proposed ancillary uses. At the January 4th Hearing Officer meeting, there was testimony that the facility is open to the public. As part of the site development plan review, the Administrator is evaluating whether the proposed uses are allowed if they are utilized by the general public and not as part of the retreat program. Therefore, any public testimony pertaining to the variance requests, which states or implies that the facility is open to the public may not be relevant to support the request for the variances.

The uses listed above inclusive of public or community outdoor recreation facilities are allowed as ancillary uses as a retreat use within a Public Institutional Zoning District as per Appendix B Use Table of the SLDC. The use as public or community outdoor recreation facility is an allowed use within the Rural Zoning District as per Appendix B Use Table of the SLDC. The use of the structures, trails, and roads requiring a variance(s) are an allowed use within the respective zoning districts as a retreat use. The construction of the structures, trails, and roads requiring a variance(s) on this site require a development permit prior to construction. The SLDC requires a site development plan/development permit for the following activities: for construction or renovation of, or an addition to any structure; for construction or reconstruction of a road or driveway pursuant to Chapter 7; and for grading of a site prior to issuance of another development permit pursuant to Chapter 7.

Glorieta 2.0 requested the variances stated in the caption above to proceed with approval of the Site Development Plan/Development Permit to allow the permitting of the structures/ roads/trails and the use of the structures/roads/trails as a retreat facility. The approved development permit for the structures will then be subject to review by the New Mexico Construction Industries Division for structural soundness and compliance with the International Building Code.

Appendix A, of the SLDC defines "retreat" as a facility or property used for professional, educational or religious conclaves, meetings, conferences, or seminars and which may provide meals, housing, and recreation for participants during the period of the retreat or program only. A retreat may not be utilized by the general public for meals or overnight accommodations.

As part of the application, Glorieta 2.0 submitted an Environmental Impact Analysis to support their applications, which listed several mitigation measures recommended to address the disturbed and developed areas. The EIR did not address the impact of disturbance of the actual placement of the structures and only addressed the ongoing impact. Chapter 6, Section 6.3.6 of the SLDC states that the EIR shall limit its examination to changes in the existing physical conditions in the affected areas as they exist at the time the EIR is commenced. In this case the EIR commenced after the disturbance and development had already occurred. An EIR is required prior to any development or disturbance of a site in order to evaluate pre-existing conditions. In this instance, the EIR failed to evaluate the impact of development of vacant, undisturbed land and therefore, sufficient information has not been provided to support the variances requested. The EIR indicated that the mud pit platform may have an impact on water quality. The proposed mitigation would be to relocate the mud pit platform to the opposite side of the existing pit to eliminate any water quality impacts.

Section 4.9.7.4 states, a variance may be granted only by a majority of all the

SFC CLERK RECORDED 09/14/2018

members of the Planning Commission or the Board, on appeal from the Planning Commission) based upon the following criteria:

1. where the request is not contrary to the public interest;
2. where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner; and
3. so that the spirit of the SLDC is observed and substantial justice is done.

The applicant has addressed the variance criteria and staff has responded as contained in the report. I'm going to jump to page NBB-34.

The Planning Commission's Conclusions of Law, Staff recommendations and appellant's statement. These will address all seven variances.

Variance from SLDC Table 7-13: Rural Road Classification and Design Standards. Planning Commission Conclusions of Law: As to the request for a variance from SLDC Table 7-13- Rural Road Classification and Design standards to allow for Hagen Creek Road and Zip Tour Road to be improved to a 15' width with a maximum grade of 15 percent, or improved to a 20' width with a maximum grade of 18%, the Commission finds that:

a. The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done if the variance is granted because the road widths proposed by the applicant, in accordance with the requests of the Fire Marshal, will bring the roads up to minimum standards for emergency access, the applicant will mitigate erosion and control drainage, and limiting the applicant's use of the roads will mitigate the public safety concerns and impact on neighboring properties associated with the applicant's use of substandard roads.
b. There would be peculiar and exception practical difficulties in not allowing the variance because the mountainous terrain is an exceptional circumstance of the land, and improving the roads as required by Table 7-13 would result in excessive disturbance of the land.
c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

Staff recommendation on this variance was staff recommends denial of the request for the variance of the Hagen Creek Road and that the Hagen Creek Road be utilized for access to the Santa Fe National Forest as it has historically been used. Staff recommends denial of the request for a variance of SLDC Table 7-13: Rural Road Classification and Design Standards for the Zip Tour Road.

Appellant's statement: Glorieta 2.0 intentionally bundled Hagen Creek road with the Zip Line Road hoping for the same outcome. The existing Hagen Creek is used for legitimate access by owners, guests and emergency services. The new Zip Line Road is not. The Zip Line Road portion of the variance needs 100 percent denial and return to original condition. Glorieta 2.0 will use the widening of the Zip Line Road to continue violating the specific requirements to cease use of that amusement activity.

Variance 2: The variance from SLDC Section 7.17.9.2.3: No structure may be constructed on a natural slope of 30 percent or greater. The Planning Commission's Conclusions of Law is as to the request for a variance from SLDC Section 7.17.9.2.3 to

allow disturbance of 30 percent by the #27 Zip Tour Road, #34 Challenge Treehouse, # 35 Overnight Treehouse, #37 Mud pit Platform, #38 Green Trail Bridge 1, #39 Green Trail Bridge 2, #51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, #69 Hagen Creek Road, and #71 Bike Terrain Park, the Commission finds:

a. With regard to the request for a variance to allow disturbance of 30 percent slope by the #34 Challenge Treehouse and #35 Overnight Treehouse, the variance is contrary to the public interest and the spirit of the SLDC is not observed because there is no fire or emergency access to the treehouses and their continued use is unsafe for the public.
b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are not met for the #34 Challenge Treehouse and #35 Overnight Treehouse.
c. With regard to the request for variance to allow disturbance of 30 percent slope by the #27 Zip Tour Road, #37 Mud Pit Platform, # 38 Green Trail Bridge 1, #39 Green Trail Bridge 2, #51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, #69 Hagen Creek Road, and #71 Bike Terrain park:
    i. The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done because relocating the structures and uses may cause additional disturbance of the natural terrain and exacerbate the potential for erosion on the property and the applicant will mitigate erosion and control drainage as necessary on all trails.
    ii. There would be peculiar and exception practical difficulties in not allowing the variance because the elevation and terrain of the subject property and the existing structures and uses associated with structures for which the variances are requested are exceptional conditions of the land that create practical difficulties for the Applicant.
    iii. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

Staff recommendation: Staff recommends denial of the request for a variance of the SLDC Section 7.17.9.2.3.

Appellant's statement: The permitting of any structure, or use of land situated on or above a specified grade is done so in the SLDC to avoid the certain potential for adverse erosion, run-off, mud slides, wash out and alike. With New Mexico having "drought one year and heavy rains the next" it is imperative the geotechnical and civil engineering aspects of this variance are technically maximized. It was never the intention of the framers of the SLDC, in respect to utilizing PI Zone(s), to incorporate these extreme sloped natural areas for building.

Variance 3:Variance from SLDC Section 7.17.10.4.1: Roads and driveways shall not be designed or constructed on slopes over 25 percent.

Planning Commission Conclusions: As to the request for a variance from Section 7.17.19.4.1 to allow Hagen Creek Road and Zip Tour Road to be designed or constructed

SFC CLERK RECORDED 09/14/2018

on slopes over 25 percent, the Commission finds:

a. The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done because relocating the roads may cause additional disturbance of the natural terrain and exacerbate the potential for erosion and the applicant will mitigate erosion as control drainage as necessary.
b. There would be peculiar and exceptional practical difficulties in not allowing the variance because the elevation and terrain of the subject property and the roads are exceptional conditions of the land that create practical difficulties for the applicant.
c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

Staff recommendation: Staff recommends denial of the request for the variance of the Hagen Creek Road. Staff recommends denial of the request for a variance of Section 7.17.10.4.1 for the Zip Tour Road.

Appellant's statement: Glorieta 2.0's attitude is the damage is done. This is what Glorieta 2.0's agent told the public to our faces: "Sometimes it's better to ask for forgiveness than ask for permission". There are several remediation approaches pertaining to drainage, collection, sheet flow, vegetation-stabilization techniques and hillside support that pro-active, non-biased civil teams would apply.

Variance 4: Variance from SLDC Section 7.17.10.3.1: Disturbed area on any lot shall not exceed twelve thousand (12,000) square feet.

Planning Commission Conclusions of Law: As to the request for a variance form SLDC Section 7.17.10.3.1 to allow disturbance on slopes of over 25 percent which totals 195,191 square feet and exceeds the allowed 12,000 square feet, the Commission finds:

a. The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done because disturbance of 195, 191 square feet is a small percentage of the 2,200 square foot parcel and the structures and uses above 7,400 feet do not negatively impact the view shed.
b. There would be peculiar and exceptional practical difficulties in not allowing the variance because the large size of the property is an exceptional circumstance and it would cause undue hardship to limit development on such a large parcel to 12,000 square feet.
c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

Staff recommendation: Staff may consider supporting a request for a variance of Section 7.17.10.3.1 if the proposed disturbed site was on buildable area due to size of the property and the fact that the majority of the property is at or above 7,400 feet. Staff recommends denial of the request for a variance of Section 7.17.10.3.1

Appellant's statement: Nowhere in this SDP has a greater amount of damage been done. It is absolutely within the SLDC to interpret this Variance as follows: the bike trails are absolutely illegal; you must multiply the width of the trail by the length of the trail and establish its area of disturbance. This would easily be hundreds of thousands of square feet. Any professional civil or survey engineer would immediately refuse this Variance based on its overall size and imposition to the site plan.

Variance 5: Variance from SLDC Section 7.17.9.2.7: No significant tree may be

SFC CLERK RECORDED 08/14/2018

removed from slopes greater than 30 percent. Planning Commission Conclusions as to the request for a variance from Section 7.17.9.2.7 to allow 101 significant trees may be removed from slopes greater than 30%, the Commission finds:

a. The variance is contrary to the public interest and the spirit of the SLDC is not observed because of the breadth of tree removal, the fact the removal was done without input from the public and the public distress over the tree removal.
b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are not met.

Staff recommendation: Staff recommends denial of the request for a variance of Section 7.17.9.2.7.

Appellant's statement: Over 100 mature growth species have been wasted on account of an illegally built and non-permitted zip line amusement element. Both in the creation of a new illegal road and on the mountainside below the platforms and wire cabling. The Planning Commission gave staff precise orders to examine the Cease and Desist Order and establish fines for all the entire site development plan. The BCC has the authority and duty to fine Glorieta 2.0 and also require complete remediation measures.

Variance 6: Variance from SLDC Table 8-17, Dimensional Standards – Public/Institutional (PI).

Planning Commission Conclusions as to the variance from SLDC Table 8-17, Dimensional Standards to allow for a height of 75 feet for the #30 Holcomb Flylines, the Commission finds:

a. The variance is contrary to the public interest and the spirit of the SLDC is not observed because the flylines are visible from to the public from I-25 and negatively impact the view shed.
b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.74 of the SLDC are not met.

Staff recommendation: Staff recommends denial of the request for a variance of Table 8-17, (Dimensional Standards – Public/Institutional)

We agree with the Planning Commissions assertion that "seeing it from the Interstate" plays a significant role. But, as we've communicated in writing to the CID, and Exhibit "LAKE", the act of cutting down the Lake Slide Amusement structure requires Conditions. Create and impose specific conditions that match the public's exhibit attached hereto. Demo and make sure PE's observe every step of the reconstruction. Start over from scratch.

Variance 7: Variance from SLDC Section 7.17.9.3.1: Steep Slopes, Ridgetops, Ridgelines and Shoulders. Heights for Structures on slopes of 15% or greater.

Planning Commission Conclusions of Law: As to the variance from SLDC Section 7.17.9.3.1 to allow for the #34 Challenge Treehouse, #35 Overnight Treehouse, #36 Tree Rappel Structure, and #56 Zip Tour Platforms and other platforms – Platform 4 and Platform 5 – to exceed 18 feet on slopes of less than 15 percent, the Commission finds:

a. The variance is not contrary to the public interest and the spirit of the SLDC is observed because the structures were constructed in concert with the existing densely wooded area, allowing the structures to blend with the natural surroundings for recreational use, and the structures do not negatively impact the viewshed.

SFC CLERK RECORDED 09/14/2018

b. There would be peculiar and exceptional practical difficulties in not allowing the variance because the activities associated with the structures require steep terrain and height and thus constructing them below 18 feet or on terrain less with less than 15 percent slope is a practical difficulty.
c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

Staff recommendation: Staff supports the request for a variance of Section 7.17.9.3.1.

Appellant's statement: This portion of the SLDC is not about view sheds as its determining criteria. No natural resources were conserved. The construction was done intentionally without oversight or permits because it is unsafe to allow children to occupy treehouses for the vanity of the executive director. The easiest way to resolve this issue is to listen to the Planning Commission's responses. Had you come to staff first you would have been denied. Demo this attraction.

Planning Commission findings and conditions:

1. A portion of the application is not well taken and the Commission hereby denies the requested variance from Section 7.17.9.2.3 to allow disturbance of 30% by the #34 Challenge Treehouse and #35 Overnight Treehouse; Section 7.17.9.2. to allow the removal of 101 significant trees; and Table 8-17, Dimensional Standards-Public/Institutional to allow the #30 Holcomb Flylines to exceed the maximum allowable height of 48 feet. Remediation and enforcement of SLDC provisions that were the subject of these denied requests is at the discretion of the Land Use Administrator.
2. A portion of the application is well taken and the Commission hereby approves the requested variance from Table 7-13: Rural Road Classification and Design Standards to allow for Hagen Creek Road and Zip Tour Road to be improved to a 15-foot width with a maximum grade of 15%, or improved to a 20-foot width with a maximum grade of 18% ; Section 7.17.9.2.3 to allow the #27 Zip Tour Road, #37 Mud Pit Platform, #38 Green Trail Bridge 1, #39 Green Trail Bridge 2, # 51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, and #69 Hagen Creek Road; Section 7.17.10.4.1 to allow #27 Zip Tour Road and #69 Hagen Creek Road; Section 7.17.10.3.1 to allow a total of 195,191 square feet of disturbance by the #27 Zip Tour Road, #69 Hagen Creek Road, #27 Zip Tour Road, #34 Challenge Treehouse, #35 Overnight Treehouse, #38 Green Trail Foot Bridge 1, #39 Green Trail Foot Bridge 2, #56 Zip Tour Platform, #65 Oklahoma Parking and Terrain Park, and #69 Hagen Creek Road, and #71 Bike Terrain Area; and Section 7.17.9.3.1 to allow #34 Challenge Treehouse #35 Overnight Treehouse #36 Tree Rappel Structure, #56 Zip Tour Platforms: 3.4, and 5 to exceed 18 feet. The granted variances are subject to the following conditions. Madam Chair, I'd like to enter those conditions into the record.

[The conditions are as follows:]

3.

a. The Applicant will use Hagen Creek Road and the Zip Tour Road only for emergency purposes and public safety vehicles; that work done on the roads can only bring them to the necessary standard for that emergency use; work to

SFC CLERK RECORDED 09/14/2018

mitigate any erosion problems that the current situation or that the improvements would cause; daily inspection and maintenance of the zip lines; and twice yearly maintenance of the road.

b. That development permits for the grading of roads that are the subject of the various applications shall be submitted to the Building & Development Services for approval. Prior to submitting a development permit the applicant shall consult with the County Fire Marshal and design the roads to meet the Fire Marshal's requirement. The design of these roads shall also include a plan and profile illustrating how the applicant will mitigate drainage and erosion control.
c. The development permit for grading of the trails, biking and hiking, that are subject to the variance application shall be submitted to the Building & Development Services for approval. Prior to submitting a development permit the applicant shall consult with the County Fire Marshal. The design of these trails shall also include a plan and profile illustrating how the applicant will mitigate drainage and erosion.
d. The applicant shall not utilize any of the unpermitted structures, developments or improvements, roads and trails listed in the site development plan until such time as the development permits are approved by the Building & Development Services and structural permits are granted by the New Mexico Construction Industries Division.

Recommendation: Section 4.9.7.4 (Review criteria) states, a variance may be granted only by a majority of all the members of the Board, on appeal from the Planning Commission, based upon the following criteria:

1. where the request is not contrary to the public interest;
2. where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner; and
3. so that the spirit of the SLDC is observed and substantial justice is done.

The variance criteria have been addressed by Glorieta 2.0 and staff which is contained in this report.

The BCC, based on their analysis of the variance criteria for each of the 7 variances, may agree with the Planning Commission's Final Order and Conclusions of Law, alter/change the findings of the Planning Commission, or deny or approve any or all of the variances requested by Glorieta 2.0.

If the decision of the Board of County Commissioners is to grant approval of any of the variances, staff may recommend additional conditions at the time of the meeting including that the Land Use Administrator retain authority to determine whether any revisions need to be made to the location of or other aspects of the development.

Staff recommendation is to allow the appeal and deny of all variances requested by Glorieta 2.0 excluding variance #7 which staff supports due to the non-visibility to the public.

The Administrator may also impose additional conditions on the Site Development Plan application, including but not limited to compliance with the

SFC CLERK RECORDED 09/14/2018

mitigation measures as stated in the EIR.

This Report and the Exhibits listed below are hereby submitted as part of the hearing record.

Madam Chair, I stand for any questions.

CHAIR HANSEN: Are there any questions from the Board? I want to then ask the appellant to come forward and present their case.

[Duly sworn, Mike Adney testified as follows:]

MIKE ADNEY: Mike Adney, HC 74, Box 18-O, Pecos. Madam Chair, Commissioners, my name is Mike Adney. I do reside in Pecos, New Mexico, and I am under oath, of course. I was called to serve a few years ago and that calling brought me to the Glorieta Camps and I worked at the Glorieta Camps for 2015, 16 and 17. Eighteen months ago this body served a Cease and Desist Order on this applicant. Coincidental to that service I was contacted personally by one of the board members. That board member flew in his private plane to Santa Fe and met with me for 4 ½ hours. During that time we discussed everything that was relevant to the 22 County, state and federal agencies that had already been to camp, and he made three specific statements to me.

One statement was from this day forward we will adhere to the strictest adherence and interpretation of all ordinance and laws on all bodies that come to bear from your whistleblower work to this time. He also indicated that by the end of this process they will have the "safest camp in America." At that time he then called the executive director, the chief executive officer of the board, got him on the cell phone and we discussed the same issues, and by 3:30 the next morning, the third board member had called my private phone and left a message that he too would be in concurrence.

So the point I'm trying to make here is that there hasn't ever been an affidavit signed or a board member in front of any body since the beginning of this process. These three men own this company. They're the only ones with legal and fiduciary responsibility and ownership of it. They kept their promise and all three of them came to Glorieta. They stood in front of more than 70 people on the staff and all three of them said exactly what they said to me in this private meeting to all the staff. So I think it's very important this Board take into consideration that if they're going to abide by the strictest interpretations by all ordinances and laws, that they should do that. And if they're going to have the safest camp in America, knowing there's 1850 Christian camps in the world, they're not saying they're going to be the fifth safest, or the 25th safest; they're going to be the safest.

And I understand what it means to be a land use consultant and I appreciate the work that this company has done, because I did this myself for 22 years in California. And I also attended law school so I understand how this attorney wants to vehemently and jealously guard the interests of his client. But the bottom line, these are the words that came out of his client's mouth. This is the standard that the board of this company kept and I think we should be casting a large shadow and we should be working together to help them keep their own promises. That's all I really had to say. Thank you.

CHAIR HANSEN: Okay. And then the applicant. Or the other appellant.

[Duly sworn, Jeffery Hanus testified as follows:]

JEFFREY HANUS: My name's Jeffrey Hanus. I live at 22 Cur Trail in Glorieta. My property abuts the Glorieta 2.0 property. Gosh, where to start here. So

Glorieta 2.0 paid a dollar to the Southern Baptist Conference Center to buy this property. Since they bought the property they decided, you know, we don't need permits. We're going to go ahead and do what we want because obviously, New Mexico law does not apply to Texans. So they built dozens and dozens of illegal, unpermitted structures. They cut miles and miles of bike trails and roads and zip lines.

And so they continue to – they were given a Cease and Desist Order, which they continue to violate and now they're asking for permission – forgiveness, excuse me, instead of permission. The damage has already been done. Hundreds of trees have been lost. They had an illegal landfill, which I understand they've cleaned up, but it's very frustrating that their attitude appears to be, well, the damage is already done so we need to have our variances approved because it would be difficult to correct the damages that we've already done.

I'd like to point out that on September 3rd jury selection begins here in Santa Fe at the state court on a very serious personal injury case that may have left a young girl affected for life. The injury occurred at Glorieta 2.0, which is one of the reasons that our community and public are still very much engaged in this process. By denying these variances you eliminate many of the illegal amusement conditions that led to that injury and many others that we know of to date.

They remain in violation of the SLDC and as Mr. Adney said, we will pose other issues, such as their waiver system, where everyone that comes on the property signs a waiver. All the employees sign a waiver; all the guests sign a waiver that if anything occurs that they're not to be liable for that. Their lack of weather response procedures, title conveyances to County recordation. They have fueling stations, an illegal RV park, lake health and other high place amusements, all of which were intentionally left out of their SDP's. I'm sorry. Just call it the site development plan application.

Mr. Scott, the executive director, stated in a press release to the Albuquerque *Journal North* that they intend to build up to 24 miles of off-road competitive bike paths cutting through the pristine mountainside. They've built at least five miles illegally so far and every weekend when I drive by there are members of the public parked at the old little Baptist Church where the access to the bike trails are, so that illegal bike trails are in constant use every weekend. I have pictures I can show you.

Anyway, our numbers in the community and our support is growing, but our members don't count on suppliers and employees and volunteers that work in the camp or have some special interest. We feel that we're the only voices speaking for the 25,000 youth, children and young adults that before another injury occurs or fire happens. About a month ago I was driving home from Santa Fe to Glorieta and I saw smoke at the Glorieta 2.0 Center, and I thought, oh, great. There's a fire. So I went to see the gate there and I asked the lady. I said, Do you have a fire? Do we need to call 911 or the volunteer fire department? She said, No. Let me check. And so she asked my name, where I lived, what my interest was. And I said, Hey, I live nearby and the Santa Fe National Forest is closed. No fires are allowed, and yet you have this plume of smoke. Well, it turns out that they were cooking hamburgers for 1,000 people on outdoor grills and there was a lot of smoke, and so I was concerned. Fortunately, it wasn't an out of control fire.

They also had bonfires, since the national forest was closed. We saw pictures of them on their Facebook postings from the people that were there. Well, I don't think

that's very responsible. And in fact, I think 2.0 is in violation of the Cease and Desist on pretty much a daily basis. Trees are still being cut. I hike back there. Roads and bike trails are being cut. The public still is using the uninspected and unpermitted bike trails. What's the purpose of ordering a Cease and Desist when there's no enforcement. 2.0 continues to break the law behind their locked gates.

They continue over and over to ignore New Mexico laws since obviously, as I said before, they don't apply to Texans. They've been cited for countless violations, at least 58, but they're still open and generating income. Why do they still have a business license? Why is there no independent ombudsman-type position on site maintaining that they're not violating their Cease and Desist? If I as an individual did half the things that they were doing I'd be in jail. Why do they continue to get a free pass?

The last thing, Commissioners, let's consider the volatile track record of this process in the chambers to date. Number one, the Planning Commission chair recused himself. Number 2, a ridiculous Hearing Officer process led to her recusal. And the unbearable amount of time this applicant has purposely consumed bringing this process to a full application status just so they could stay open and make profits. You have every right, in fact your duty, to again suspend or revoke their business license until this facility is 100 percent reviewed to the very end of this site development plan process, and 100 percent compliant on the ground.

So that's I guess what I'd like to say. Thank you.

CHAIR HANSEN: Thank you very much. I appreciate that. Now, the applicant for 2.0. Do you wish to make a statement?

[Duly sworn, Colleen Gavin testified as follows:]

COLLEEN GAVIN: Madam Chair, members of the Board, thank you very much for this time to address the appellant's request for appeal of our approvals before the Planning Commission. So first of all, my name is Colleen Gavin. I'm a partner at JenkinsGavin. We are land use consultants. I am a licensed architect. I've been licensed for 21 years. I've been a land use consultant for over 18 years. I do represent clients in navigating the land use process. As we know, it can be challenging and thorough and layered and so I've been representing Glorieta Camps since February of 2017.

So before we get into our presentation I would first like to let Jeff Ward, he's the CFO for Glorieta Camps just do a brief kind of overview of what Glorieta Camps is, because I believe there have been many misstatements presented here tonight and in the previous hearings, and we have a very brief little video so you can actually see the property. The property is over – it's 2,227 acres. It's a large property so we want to make sure that you can actually see what we're talking about this evening. Thank you.

[Duly sworn, Jeff Ward testified as follows:]

JEFF WARD: Madam Chair, Commissioners, as she said, my name is Jeff Ward. I'm the CFO and officer of Glorieta Camps. I'd like to start by giving you a little bit of background. Our organization did buy the property in 2013 from Lifeway Christian Resources. They'd been running a retreat camp and conference center there for over 60 years. At one time it was actually counted the number two tourist destination in the state by guest nights. However, the past 20 years the property had fallen into decline. The accumulated somewhere between $10 and $20 million dollars in deferred maintenance. They just quit investing in the property.

SFC CLERK RECORDED 09/14/2018

The CFO of the former owners said that they lost over $1.1 million a year for the last ten years and our organization bought this property with a desire to continue the historic mission but to revitalize the property, which at first required us to add some activities that would attract people to come back. Our organization is a Christian outdoor adventure camp. We're a 501(c)(3). We're non-profit. We're primarily a youth service organization. Our mission is to inspire Christ-like change through outdoor adventure, authentic relationships and biblical truth, and ultimately, we're providing education and primarily religious education.

We use outdoor adventure activities as part of that. It's part of our process. Our educational philosophy includes experiential education and challenge by choice. We teach our staff how to take people out of their comfort zones into a stretch zone but not into a panic zone or into something that's unsafe. And getting them into that stretch zone, using challenge by choice is when people are able to forge relational bonds and they become more receptive to new relationships and new ideas and we know that building relationships and deepening existing relationships is beneficial to the learning process.

That's what we're about. We're trying to build relationships so that our staff councilors have credibility and we maximize the impact of the bible lessons that we're giving. Often, when we give bible lessons we're looking back to the activities to reinforce the truth of the lesson.

The recreational activities that we do, it gives our councilors to build relationships with campers and guests and it facilitates more effective, one-on-one ministry by the staff members. The shared experiences in these activities, they create opportunities to talk and laugh together to break down relationship barriers. For example, when a camper and a councilor get in the mud pit and they get so muddy that they can't recognize each other, laughter happens and relationships result. But more importantly, the barriers of coolness, or of hidden shame, or of pain come down and it allows opportunities for more serious discussions about self-worth and self-identity, the meaning of life and where god's message of love fits into the camper's life.

Zip lines are an example of activities that we provide. Our staff debrief these activities. When participants are done they discuss the feelings of fear, of dependency in having to rely on cables and tethers as they step off the platform in freefall until they engage on the line. Our staff use that as a metaphor for the biblical message of how stepping off the platform is similar to making a leap of faith and entering into a trusting relationship with god.

Repeatedly, this type of debriefing is a moment when the light comes on and the campers finally get what the speaker's been saying. To some people these things appear as mere amusement devices but we use them as teaching opportunities. The County Tax Assessor recognized that all of these facilities are integral to our educational mission when they granted us a tax exempt status for the entire property. Without the activities that we're requesting variances for we'll be faced with a peculiar and practical difficulty and you can't run an outdoor adventure camp without outdoor adventure facilities.

It's these activities that started attracting guests to come back and have us on the path to having enough guests to be financially sustainable. However, without these activities in 2017 we declined by over 5,000 guests. We declined over 15 percent. Without adequate activities, guests will attend other camps where such activities are

available. In fact this year, many of our guests have demanded an assurance that we will get these activities back before they would agree to come to camp.

Over these 18 months since we got Notice of Violation from the County we've been going through the process. We've had hundreds of inspections of our property by County staff, by the Fire Marshal, by CID, by OSHA, by the 22 agencies that Mr. Adney referred to that he called. And we have adhered to their requirements. We are adhering to the law. But we've not had these activities that have been a big part of revitalizing our property and attracting the guests that stopped coming under the previous owners. Some might say, well, you made it two summers without these things; you can live without them. And it's true. We made it two summers without these activities. However, it's only been possible because we had some donors contribute generously to help us through this time and hope that we'll get the activities back and move towards a sustainable financial model.

It's unlikely that we'll be able to continue raising those kind of donations year after year and we'll be in the same predicament that the previous owners were in who left after running those kind of deficits.

I'd also like you to consider the way we have positive effects for the general public. We employ over 65 full-time staff and over 200 summer staff. We pay over $2.8 million in wages a year. We spend over $4 million with local vendors. We support local businesses, some of which you may hear from today. We invite people to come to Santa Fe and encourage them to patronize local businesses. Many of our groups will take a day of programming and come and visit Santa Fe, and we partner with local schools and churches, governmental agencies, civic groups, veteran groups and other organizations for retreats and community events.

In hearing all the information that's being presented to you tonight, the Hearing Officer of Santa Fe County recommended granting all seven of our requested variances. As you consider the information before you and the things that we're trying to do in this community I respectfully request that you also would grant all seven of our variances. I'd like to end by showing you a short video to give you a feel for the property and how we use it for our mission.

[A video was shown.]

MS. GAVIN: Madam Chair, Commissioners, Hillary from our office will be handing out booklets because, as you heard, there's seven variances before you. Each variance has multiple elements and items to be considered and reviewed. So we've taken the liberty to provide a booklet. We will go through each one, item by item, with photographs to understand exactly what the variance is. We utilized this tool at the Hearing Officer meeting as well as Planning Commission and we were commended on how it helped to follow our request this evening.

And while Hillary is passing that out, I just want to go through quickly a timeline of where we are and why we're here. As mentioned in Jose's staff report, a Notice of Violation and Cease and Desist Order was issued in February 2017. My clients immediately contacted me and we started a dialogue with the Land Use Department. From day one we have adhered, followed, listened and submitted all requests from the Land Use Department. We immediately had a TAC meeting. The Technical Advisory Committee, that's the first step for any type of land use submittal. That was done in

SFC CLERK RECORDED 09/14/2018

March of 2017. At that point we were directed by the Land Use staff to submit building development permit applications, essentially building permit applications for some improvements on existing structures that have not been altered. So basically structures where there was internal remediation required for life safety, or some work that had been done that had not been properly permitted.

At that point we submitted with three to four weeks ten building permit applications that were processed through the Santa Fe County Land Use Department, issued. They went to CID. CID issued all those permits within a day of submittal. All those improvements have been completed. With all of that, Santa Fe Fire Marshal had done numerous inspections and site visits. I personally have met with Fire Marshal Blay on the property three to four times. We've had meetings going over the concerns as far as the Fire Marshal's concerns. All of those issues have been addressed and in your booklet I will point out that we have the most current inspection from the Fire Marshal and it shows that there are no violations on the property.

As required by the code, we had a neighborhood meeting, again, April of 2017. We submitted our site development plan as well as our variance requests in June of 2017. So Violation was issued at the end of February; we had a submittal in by mid-June. As you can see from the booklet, there's a lot of work. The table to the left of me here, that is all of the submittal documentation that was submitted on behalf of the site development plan as well as the variance requests.

The variance requests before you were identified by the Land Use staff. In order to do this comprehensive site development plan application there was a variance request, because again, this property is unlike any other property in Santa Fe County for this use, for this legal use, this historical use. And so therefore that's why variances are contemplated. You have to have a process for something that doesn't quite fit into the SLDC. The SLDC did not contemplate an outdoor activity camp with challenge courses and zip lines. They didn't contemplate that this development was going to be at 7,400 feet and above. And they will illustrate in some of our exhibits this evening.

We resubmitted, we were requested for some additional documentation that was resubmitted in August and September of 2017, and since then we've been going through the review process. The site development plan as Jose mentioned is administrative, so I've been working diligently with Jose in getting that processed, and then we were slated to go before the Hearing Officer again in January, January 4, 2018. At that hearing, Hearing Officer Long recommended approval of all seven variances. And then February we went before the Planning Commission and as Jose mentioned, at Planning Commission – the green sheet that was passed out is just outlining, because there's a lot before you – identifies what Planning Commission approved, what they approved with conditions of approval, and what they denied. So of the seven, there were – two were denied, five were approved and there were two that had conditions of approval, one of which is not applicable anymore and I will explain that to you.

So let's just start by going through the booklet here. What we've done is again, we've just provided kind of an overview. There's an aerial photograph here, so you can see the campus proper. As Jose mentioned in the staff report, this property is 2,227 acres. That's 97 million square feet, just to put it in perspective. A portion of that site is zoned per the SLDC as Public-Institutional, and then the other is identified as Rural. The

campus proper is located within the Public-Institutional area and that is on your next exhibit.

If you go to the next map here it's just identifying where we are formalizing our open space. As you can see, obviously, there is significant open space. 81 percent of this property is being designated into an open space.

So again, we've just included the final order from the Hearing Officer meeting and I just would like to read an excerpt of her conclusions. Item #14. While the Hearing Officer does not condone the circumvention of obtaining the proper required permits under the SLCD prior to development as occurred here, the applicant now has submitted the appropriate applications and is addressing the unpermitted development. The statement prior by the appellant that we continue to violate the Cease and Desist Order is absolutely incorrect and false, acknowledged by the Hearing Officer.

Number 15, based on the application and the evidence and testimony presented at the public hearing, as described herein, the Hearing Officer finds that there is sufficient evidence of extraordinary –

CHAIR HANSEN: Excuse me. Would you please be so kind as to tell us what page you are on when you are reading from your book?

MS. GAVIN: Yes. It's actually tabbed Hearing Officer final order/conclusion. So it's the next tab from the Hearing Officer – the final order it's on page 14 on that document issued by the County.

CHAIR HANSEN: I don't have a page 14. I have Hearing Officer, first order.

MS. GAVIN: Final order? Go to the next page. Madam Chair, it should look like this.

CHAIR HANSEN: Okay. Fine.

MS. GAVIN: And please do stop me if I'm going too fast.

CHAIR HANSEN: I just want everybody to be on the same page up here, because we just got this book.

MS. GAVIN: I understand. There's a lot to go.

CHAIR HANSEN: Commissioner Roybal, Commissioner Moreno, are you all good? Okay. Thank you.

MS. GAVIN: So just to make my point here, what the Hearing Officer's findings were, that there was sufficient evidence of extraordinary and exceptional conditions that would result in undue hardship to the applicant from strict application of the code. I think that's really key here. That's the criteria of a variance request. Exceptional conditions. Particular circumstances where strict application of the SLDC is not appropriate. It does not apply. The SLDC did not contemplate every scenario in land use development in Santa Fe County.

So again, the next tab, which is identified as the Planning Commission final order, again, it was included in your packet from staff and the next tab is the condition of approval on the use of Hagen Creek Road, which was built in 1930, not by my client, as well as the Zip Tour Road, which is the road that was built by my client. And in the hearing of the Planning Commission, the public hearing had been closed. We were going through the approvals, and there was a condition of approval on that road implemented to restrict the use by the actual camp participants, people attending the camp. So in this

hearing this evening I would like to request that we reconsider that condition of approval and I will go into the details of that when we get to that variance request.

So if you turn to the next tab, that is our variance request number 1. And as stated by Jose, it's a variance request to Table 7-13, which is the Rural Road Classification and Design Standards Regarding Width and Grade. In Table 7-13 this road is identified as a local road. A local road is required to have two ten-foot wide lanes and it serves zero to 400 trips. The two roads that we're discussing this evening, the Hagen Creek Road, again, which was built by the Forest Service in the 1930s, and then the Zip Tour Road which accesses – they both access the zip structures and amenities. But both of those roads, I don't think it actually meets the criteria of a local road.

It's really an internal service road. It's a service road that is only used by Glorieta staff to safely transport their participants to the zip tour structures and amenities. It's also a service road for maintenance, maintenance not only of these structures but also of the forest itself. It is utilized by the Forest Service. It's utilized by private property owners beyond to the north of Glorieta. It's utilized as a fire break, and there's some documentation in here about the importance of allowing the forestry groups to get in and do the proper thinning, have the proper access to allow Glorieta to go in and take care of their property. As has been mentioned by Jeff Ward, our CFO this property was abandoned and neglected, and so these roads are really imperative to allow this property to thrive.

As I mentioned before, I met with Fire Marshal Blay onside I believe four times. We drive both these roads together and identified where improvements need to be made in order to make these roads meet a level of safety and a standard where he felt comfortable utilizing these roads. And in those site visits he identified areas for either widening the road or providing turnouts or pullouts or hammerheads. And if you turn the page you're going to see some images of the road. First of all, that's Hagen Creek Road that you see there. That's the road that has been in existence since the 1930s as I mentioned, and then you have the Zip Line Road. You can see that both roads have been constructed and been maintained to minimize the disturbance of the natural vegetation of the existing grades to minimize any type of erosion.

The next sheets are actually where we are identifying the areas that the Fire Marshal has requested that improvements be made. The current road ranges anywhere from ten to 15 feet in width. What Fire Marshal Blay has requested is that he would be supportive of this variance if we provided where the road is less than 18 percent in grade, going up to 15 feet in width, and where the road goes up to 15 percent grade, we have a 15-foot road width. Where the road goes up to 18 percent in grade we widen that road to 20 feet in width.

So if you go through these sheets, the areas in green are the areas of proposed new improvements on that road. None of these improvements are rerouting the road. They're not creating any new scarring or disturbance. This is minimizing the requisite improvements to utilize these roads not only for Glorieta and their activities but also for the other property owners in the area, for the Forest Service, as well as for emergency responders.

Let's move on to variance #2. Variance #2 is a variance from section 7.17.9.2.3, that no structure can be constructed on a natural slope of 30 percent or greater. Part of

this variance, as Jose mentioned, is for the Hagen Creek Road and the Zip Line Road. There are two footbridges that were constructed over drainage ways, and there's disturbances on those banks, minimal disturbances. The reclamation area which had been previously discussed where there was solid waste being stored, those areas have been completely remediated, inspected by the EPA, by Santa Fe County, but there were some areas that were disturbed in the storage of those solid materials.

The Zip Tour platforms – those are the platforms that participants either take off from or land onto, there's some disturbances there. There's a parking lot and bike terrain area, some trails, and again, there's another bike terrain area.

If you turn to the next sheet, we're identifying the actual square footages of disturbances. Again, as I mentioned, this property is 2,227 acres. The disturbance on this property to the 30 percent slopes is just over four acres and the majority of that is the road. And those disturbances that are being proposed are actually being mandated by the Santa Fe County Fire Marshal. As far as the actual structures, improvements that have made some disturbance, that number is just over 21,000 square feet, .02 percent of the property. We have a very unique situation here where we have a development in very severe and mountainous terrain. We have a property here that the majority of this property, 98.6 percent of this property is over an elevation of 7,400 feet.

When you get up to those elevations obviously you're going to have steep slopes. These improvements have been in place for three-plus years. They're stabilized. We've identified some areas of remediation where we may need some drainage improvements, retention ponds, but as far as any type of instability of these structures and these improvements, they are stable. Obviously, the vegetation has grown. From the imagery you saw on the video, Glorieta Camps takes very good care of this property and they took this violation notice very seriously.

We're here today to request that because of our unique situation of being at a high elevation, a unique situation where we are such a large property with these camp related activity facilities, it's required that for these type of amenities you need terrain. You need a change in elevation, and with that, inherently comes slopes over 30 percent.

So if you turn to the next page I just want to give you some imagery of these structures that are part of this variance request. Number one is the foot trail bridge #1. The next image you see before you is the foot trail bridge #2. The next image is the reclamation area. This is where some solid waste was being stored and has been remediated as you can see. There's a second page of the reclamation area. The Zip Tour platform – that's an example of the Zip Tour platforms of the camp. The Oklahoma parking lot – this is an area where they park the large buses for the groups that come in during the summer and there's also a proposed bike terrain in this area. The next image is a typical trail through the property, and then again the bike terrain park.

I just want to – in regards to the 30 percent slope disturbance for the trails, trails are meant to go through natural areas. Trails are meant to meander up and down. This property has extensive trails that have been there historically. Glorieta Camps built an additional 10,000 linear feet of trails. We have probably 100,000 linear feet of existing trails that meander in and out of this densely wooded, steep, mountainous area. The request for a variance for trails in some ways seems ironic because it's a footpath. You're walking through a footpath. Some of these trails were cleared with equipment to get

SFC CLERK RECORDED 09/14/2018

either boulders, tree stumps or just maintenance of the existing trails. But we do respectfully request that all of these amenities that are occurring on slopes over 30 percent are approved tonight with our variance request.

So I'd like to move to the variance request #3, and this is the variance request from Section 7.17.10.4.1. And this is where roads and driveways should not be designed or constructed on slopes over 25 percent. And this is at elevations of 7,400 feet. This is very similar to variance request #1. That's really about the grade and the width in which a road is designed and constructed. And this is about restricting roads on 25 percent grades if you're over 7,400 feet in elevation.

If you go to the next exhibit, this actually is a map of Santa Fe County. We've identified in the orange, those are all of the areas that are over 7,400 feet in elevation. As you can see it's very little. I think the SLDC did not contemplate development or roads at such a high elevation because typically that's in the mountains. It's not where people live. It's not where people are creating – whether it be commercial or residential developments. So we've identified where Glorieta site is on this map.

If you turn to the next exhibit, the area that's pochéd in red, that's the area on our property that is under the 7,400 elevation point. That's the area that we would be restricted to building any new roads. As you can see again, the site is very unique. It's a peculiar situation and there's undue hardships because of the existing historical use of this property and the adaption of Glorieta Camp's program to this property and the desire to improve it, to build upon it, but then we're being restricted by where we can and cannot develop.

If you turn to the next page, again we're identifying where the roads are actually creating the disturbance and 25 percent and greater slopes. You can see it's pretty minimal. Again, we are mountainous terrain. It's steep, and we're faced with a situation where we are trying to provide amenities in a very unique situation. Again, Hagen Creek Road was already in existence, had already created disturbances at grades over 25 percent. The improvements that are being requested by the Fire Marshal are adding to that but that's in order to make Hagen Creek Road a safe road to access the amenities and the forest above. And then the Zip Line Road again was built in a way to minimize the scarring, to not be publicly visible, and so we respectfully request an approval of this variance request, as that it is in the public interest to do these improvement to both these roads. It's in the spirit of the SLDC that roads are allowed in mountainous areas to provide for defensible zones, fire breaks, access to public lands.

Next is variance #4, and that variance request is from 7.17.10.3.1, and that is again referencing that above 7,400 feet in elevation, disturbed areas in any lot shall not exceed 12,000 square feet. The SLDC, again, I don't think it contemplated that development would happen at such a high elevation. And again, this is an existing development that historically has been there, dating back to the 1950s where Glorieta has come in and they are adding amenities, improving, trying to restore this property. The percentage of improvements on this property, if you take this overall property, you actually take the areas that have been improved, it's actually only .18 percent of the entire property. This property is almost 99 percent above 7,400 elevation. So to restrict our development to 12,000 square feet for a property that's zoned Public-Institutional – it doesn't make sense. It feels like the 12,000 square foot limitation was almost meant for

SFC CLERK RECORDED 09/14/2018

more of a residential development.

You can see here on my outline, I've identified the areas of new improvement. Again, they include both of the roads, both of the footbridges, the Zip Tour platforms, the Oklahoma parking and terrain park and the bike terrain area. I do want to point out that all of these improvements are not visible from the public viewshed. They're not visible from the public viewshed.

When we get to variance #7, staff is now recommending approval of variance #7, because they say there's non-visibility to the public. I question why is that a criteria to approve variance #7 and recommend approval for variance #7 but not for any of these other improvements? Because of the dense, wooded terrain, these improvements are not publicly visible and we do have some exhibits to that statement.

If you flip through the exhibits here, again, you see the same exhibit identifying the limited area of our property that's under 7,400 feet in elevation, creating a hardship.

And then the next exhibit is actually again, it's a site plan of the property itself and I've just highlighted the amenities and the improvements that are part of this variance request. You can see on this map all the improvements on the property of the camp proper, you can see that this is very little. The variance request on these improvements is very small if you look at the overall improvements of Glorieta Camps.

I'll move to variance #5. Variance #5 is a variance from Section 7.17.0.2.7, that no significant trees can be removed on slopes of over 30 percent. We had the – the trees were not actually removed. I want to clarify that. They were actually cut down. 101 trees were cut down underneath the zip line structures – excuse me, the zip line cables in order to provide a safe clearance for the users. The terrain was not disturbed. There is not additional erosion. I have photographs to follow that will show you the actual areas underneath these zip cables where the trees were cut and you can see the vegetation restored. It's stable.

Again, a peculiar and exceptional practical difficulty in locating safe and functional zip line improvements in mountainous and densely wooded terrain, that is what we are dealing with here. In order to do zip line structures you need a vertical drop, you need a vertical change in elevation. The zip structures were constructed and installed in the area behind the campus and they did the requisite cutting of trees to provide a safe activity for the participants.

If you go to the next exhibit, you can see this is where the green lines are actually identified, the four zip lines where trees were removed. If you go to the next exhibit, you can see here, the lower zip line, we have 14 significant trees were removed under this, identified with the circles. The next exhibit identifies the upper three zip lines where 87 trees were removed.

If you go to the next image, you can see these were shots that were taken either at the take-off platforms or the landing platforms. You can see how the zip cables are disappearing in the trees and you cannot see any of the disturbance on the ground. If you can look at the next photograph you can actually see the Holcomb building as well as the steeple in the background and you can see where trees were cut down to allow for this cable to run through this wooded area. And I'll just let you go through those images.

Following our Planning Commission hearing we actually had a site visit with Jose Larrañaga and another staff member from Land Use to go out and take a look at the

existing conditions of where the trees were cut, and photographs were taken. At that point we were moving forward with our site development plan but that process stopped when this appeal was submitted.

Okay, now onto variance #6. This is a variance from Table 8-17, the dimensional standards for Public-Institutional. Public-Institutional areas are restricted to a height of 48 feet. This variance request is in relationship to the – is related to the Holcomb flylines. The Holcomb building is the big chapel that you can see from I-25 with the large steeple. That Holcomb building was built in the 1950s. The roof of the Holcomb building is at 89 feet 2 inches. The steeple measures 164 feet 9 inches. It's a legal non-conforming improvement. It's been existing. The zip amenity was built on the top of the lower roof of the Holcomb building. It measures at 75 feet.

Our request here is to allow for this structure, this zip amenity to remain on the Holcomb lower roof as it is not publicly visible. It's not intensifying the existing height of the building.

If you go to the next exhibit. This picture was actually taken along the frontage road. If you get off at the Glorieta exit and make a left towards the Glorieta Camps property you can see that there are the power lines in the foreground and then you can see the Holcomb building. The next image is actually a close-up of when you're underneath it. You can see that the proposed improvement is below the roof of the building and significantly, obviously, below the steeple.

The next image, again, is just a close-up of those cables coming down. The cables extend from that lower roof down to the ground. And then the next image here is just again, a close-up of the cables.

And then the final image again is actually where you would get on to the onramp onto I-25 looking back at the property. And again, you can see that that improvement is not visible from the public viewshed.

Variance #7, last one. Variance #7 is from Section 7.17.9.3.1. There is an 18-foot height limitation for any structures, improvements, that occur on steep slopes, ridgetops, ridgeline shoulders if they are placed on slopes of 15 percent or greater. You're allowed to build on 15 percent or greater but if you're on a steep slope or a ridgetop you're restricted to 18 feet in height.

We've identified the structures that are part of this variance request. There are the two treehouses that range from 26 to 34 feet in height. There is the tree rappel structure at 50 feet in height. And there are three of the zip tour platforms at about 29 feet each. In our Planning Commission hearing, the Planning Commission stated that these structures were constructed in concert with the existing densely wooded area to blend with the natural surroundings for recreational use and the structures do not negatively impact the viewshed. In fact County staff is recommending approval on this variance request. They recommended denial before the Hearing Officer; they recommended denial before the Planning Commission, but in this hearing before you they're actually recommending approval based again, as I stated before, non-visibility to the public. And we agree with them 100 percent.

These structures are not visible. The structures all in question before you are not publicly visible. If the criteria for a variance request is visibility, the public viewshed, then I think that that criteria needs to be applied to all seven variances before you.

If you go to the next exhibit, you can see again there's just an example of a platform for the zip tour amenity. You can see that is the challenge treehouse. We've got the overnight treehouse is the next improvement. This is the tree rappel structure. Again, the tree rappel structure, you can see the platform out in the trees.

So the next section is actually just excerpts from the Sustainable Growth Management Plan. As you know, the Sustainable Growth Management Plan is really kind of your master plan of the code, of the SLDC and the intent of the code. And I just want to identify a few areas that are incredibly applicable to our case before you. Section 1.2.1.1, Sustainable development maintains or enhances economic opportunity and community well being while protecting and restoring the natural environment. That is completely in concert with the mission of Glorieta Camps. That is completely in concert with the improvements before you and our pending site development plan application with Land Use.

1.3.1.c, that we continue to protect and create central and mixed-use places in community settings. Glorieta Camps is a central mixed-use place in a community setting. It is the heart of Glorieta. It is the heart of Pecos. It brings in visitors. It creates opportunities. It creates activity. It creates a sense of center, of place, and we will have public speakers speaking to that later in the public testimony. Real desired places that have centeredness allow for focused economic, institutional, social and functional opportunities. Glorieta Camps is doing all of that. They are a unique opportunity for Santa Fe County to maintain this historic property that provided amazing services to our community and to visitors and they continue to do that and in granting these variances it will allow them to continue in their mission and allow us to have the proper regulatory processes to have safe amenities, to have sustainable amenities that work for everybody.

Accommodate and encourage local businesses that create employment opportunities to the county and it identifies ecotourism that is Glorieta Camps. In Chapter 6 of the SGMP it states that Santa Fe County's landscape includes incredible outdoor recreational opportunities. Enhance the quality of life and economic value to the county. Open space, parks, recreation areas, trails, scenic lands and vistas, attract businesses in ecotourism and strengthen the county's communities.

And lastly, as far as the trails. The trails, they improve the quality of life in the community. They attract desirable businesses to the county. The County code and the Sustainable Growth Management Plan encourages connectivity of trails. We have trails on this property that have been there for 68 years, probably longer. There are some new trails that we'd like to incorporate in that and that connect the public through Glorieta's property into the national forest.

Again, if you go to the next section as I mentioned before, this whole issue of visibility. What we did is we actually went out and took photographs along the highway and along the frontage road. We took ten images. They're identified on the map and if you go through the images you can see what is the visibility of this property. What you see are trees. You see the steeple; you see the chapel of course. It's a landmark. But as far as all the amenities that are part of these seven variance requests, they are not visible. There is no visible scarring due to the roads, to the trails, to a treehouse, to a bike terrain park. Everything is internal to the property. So if you just go through you can see the various vantage points of the property.

SFC CLERK RECORDED 09/14/2018

Again, staff in variance #7 recommended approval based on that non-visibility, so I respectfully request that you take that into account in your review of these variance requests. And I would just like to quote here and state that there's a child psychologist that wrote a book called *Homesick and Happy*. Michael Thompson. And I actually got his book and reviewed it because it was so applicable to what we're discussing here today. He says that the happiest childhood memories are when kids are not with their parents, when kids can fully experience things. They're encouraged to take risks. Encouraged to do it without that parental supervision or caution or comment. That having children go out and do camp, be in nature, form identity. If we want our kids to be independent we have to allow them to go it alone.

What Glorieta Camps is providing, it's not just for children but I think there are programs for the kids, the family camps, the couples camps, the programs for wounded warriors, the programs for the day camps, the religious camps. These are all opportunities to enhance our community. It's not just about a zip tour; it's about as Jeff Ward mentioned, allowing the participants to get themselves to a point where they're feeling the risk in a comfortable zone and they allow you to take that leap of faith. Glorieta Camps is providing that and it's such a unique opportunity for Santa Fe County. There's nothing like this in the surrounding counties. I don't think there's anything like this in the state of New Mexico.

So again, if we can go back to the green sheet that we passed out, this is again just an outline of what we're requesting here this evening in response to the appellant's appeal of our approvals before Planning Commission. Number one, we're requesting approval of a variance on the rural road classification and design standards, allowing for roads to be 15 feet in width, up to 15 percent in grade, 20 feet in width up to 18 percent in grade as recommended and approved by the Santa Fe County Fire Marshal, and we respectfully request a reconsideration of the Planning Commission's condition of approval restricting these roads to only maintenance and service of the equipment above. We respect their concerns. Glorieta Camps has no intent – they don't want these roads to be used by the public. Again, these are service roads and they're also roads to allow for those participants to get up to these amenities.

The Planning Commission specifically said their intent was to allow us to use the zip line structures, to use those amenities. It's in the final order. It's in the verbatim minutes. It was their intent to allow us to use it. But the restriction to not allow participants to utilize – to be able to be taken up in vehicles limits the use of these amenities. Basically, you would have to 800 to 900 feet vertically in two miles if you were to hike up these roads to be able to use the zip line structures. And you'd have to carry about 30 pounds of deadweight. You'd be wearing your harness or carrying your harness, and then have your trolley that would attach to the cable.

This camp is for children. This camp is for families. This camp is for elderly people. This camp is for the wounded warriors. I'm a physically fit person; I run every day. I don't think I could do that. I'd be exhausted carrying 30 pounds up a road 900 feet in elevation, two miles long.

Variance #2, that no structures be constructed on natural slopes of 30 percent or greater. We received recommendations of approval from the Hearing Officer. We received an approval from the Planning Commission and we respectfully request that you

SFC CLERK RECORDED 09/14/2018

uphold the Planning Commission's approval.

Variance #3, that roads at 7,400 foot in elevation not be designed or constructed on slopes over 25 percent. Again, we received approval recommendation from the Hearing Officer. We received approval from Planning Commission and we respectfully request that that is upheld.

Variance #4, that disturbed areas in elevations over 7,400 feet are limited to 12,000 square feet. Due to the mountainous terrain and the size of our property, this requirement is a hardship. It's unique. Again, I do not believe that the SLDC contemplated developments at this elevation of this size, and again, we received approval from both the Hearing Officer and Planning Commission and we request that that is upheld.

Variance #5, significant trees that were removed from slopes of over 30 percent. Hearing Officer recommended approval. Planning Commission denied our request. We respectfully request a reconsideration of that denial. The trees that were cut are not publicly visible. They were cut in the interest of the public to provide a safe amenity for use. The ground was not disturbed. There's no erosion. In fact if you were to go and remediate that area and plant new trees, you would create more disturbance than what is there now. There is no disturbance and we had County staff go out and actually physically look at it.

Variance #6, the dimensional standards as far as the 48-foot height limitation in Public-Institutional, we received a recommendation of approval by the Hearing Officer. Planning Commission denied that request based on the fact that they stated you could see it from the road. The evidence before you shows you that that improvement is not visible from the road. It is not visible from the public viewshed. And so we respectfully request that you reconsider that denial.

And then finally, variance #7, the steep slopes, the height restriction of 18 feet where development occurs on 15 percent grades or greater. Again, we received approval both from the Hearing Officer and Planning Commission and we request that you uphold that approval.

So we are happy to stand for questions. One thing I just want to point out. The last section on your booklet here. We have 76 letters of support from churches, from community leaders, from families. Some of those letters we'll read here this evening. But this organization, this amenity, Glorieta Camps touches not just people in Santa Fe County. It touches everybody. And they have an amazing following that rely on their programs, as you will hear from some of the testimony. Allowing these programs to help people in need, to help people get over fear, to help people get over loss. For families to connect with each other. And for people just to enjoy nature and connect with their spirituality.

So again, I appreciate your time and patience and I request that – I'd be happy to stand for any questions and any rebuttal. So thank you.

CHAIR HANSEN: Thank you very much. I'm going to go now to public hearing before we go on to questioning. So how many people here wish to speak? So I'm going to allow you two minutes. I would need you to stand again and be sworn in and please state that you have been – I want your name, your address, and that you have been sworn in when you come up to testify. So would you please all stand, those who want to

SFC CLERK RECORDED 09/14/2018

testify.

[Those wishing to speak were placed under oath.]

CHAIR HANSEN: Okay. Let's start.

[Duly sworn, Eddy Duran testified as follows:]

EDDY DURAN: Madam Chair, Commissioners, thank you so much for the opportunity. My name is Eddy Duran. I'm the former mayor of the Village of Pecos, and my address is 19 Double D Road. The reason why I'm here today is I am here to support Glorieta 2.0. Quite a few years back, when I was sitting as the mayor of Pecos, we had the Vaivash fire. During the time that we had the Vaivash fire I sat in a meeting and during that meeting there was individuals from Glorieta Conference Center, the Baptist Center at the time. They were told, and they were told in a very serious way that they had to do something about the fire danger that they had in Glorieta. So there's been a lot of talk about cutting trees and that kind of thing.

I commend Glorieta 2.0 for recognizing that and cleaning up the place because there was a lot of fuel and they told them that Glorieta, if it caught on fire, with the resources that we had in the entire area, that 50 percent of all Glorieta could be lost, meaning the conference center. That's one point that I wanted to make.

Another point was that they've been talking about noise. Well, there's more noise from the traffic on I-25 than noise coming out of Glorieta 2.0. Another thing that I want to talk about is the film that I saw just a little bit ago. Almost tears come to my face because that just brought so much joy. I know for a fact all of you love kids. You either have kids or you have grandkids. And when you see kids having that kind of fun, away from home, there's nothing more positive and soul-fulfilling than to see kids get educated by the majority of these people sitting here which they are their mentors. They are their teachers. And I would like for them to raise their hand if they work with these kids and teach these kids, because I know a lot of them do. Thank you.

These are the individuals that teach our kids. These are the individuals that reach our kids because a lot of times as parents, and I'm one, we can't reach our kids when they're young. But when they meet their strangers and they interact with them, boy do they open up and they come home and they say, Mom, you know what I learned? Dad, you know what I learned?

CHAIR HANSEN: Thank you.

MR. DURAN: That's okay. Thank you.

CHAIR HANSEN: Thank you.

[Previously sworn, John Malvig testified as follows:]

JOHN MALVIG: I'm John Malvig, 352 Aspen Road, Glorieta, New Mexico. I'm reading a letter to you from one of our group leaders.

CHAIR HANSEN: State you're under oath, please.

MR. MALVIG: And I affirm I am under oath. Thank you. I'm writing to you in regards to the proposed variances being requested by Glorieta Camps. As family pastor at First Presbyterian Church in Amarillo, I have the privilege or working with hundreds of families in the west Texas area. One of our greatest needs is providing these families with an affordable, safe, high quality retreat experience that is within a half-day driving distance. For the past four years we have had our yearly college retreat, men's retreat and all-church retreat at Glorieta.

Hundreds of our people have enjoyed the programs, being in the location without any incidents or concerns for safety, excellence and service. The property is more than adequately staffed and well trained. The adventure experiences that Glorieta offers are as well monitored and maintained as any I have seen before. Having worked with students and families for over 40 years I have conducted hundreds of retreats and been to scores of different camps and retreat facilities. With that background I can honestly say that Glorieta is an asset to our ministry here at First Presbyterian Amarillo. We will continue to use them primarily as our retreat resource and appreciate your giving the request a positive outcome for the sake of the many grateful families and individuals that will be coming year after year to this enchanted area. With gratitude, Reverend Kim Talley.

CHAIR HANSEN: Thank you very much. Next please.

[Previously sworn, Adam Dorr testified as follows:]

ADAM DORR: Hi. My name is Adam Dorr, and I live at 173-B Oak Road in Glorieta, New Mexico, and I recognize that I am under oath. This letter is from Mary Ann Saville. It reads I am a resident of La Cueva Canyon in Glorieta, located right next door to the Glorieta Camps. I am writing to let you know that myself and my family completely support Glorieta 2.0 and are in favor of the variances being granted. My son, who is 12, and his friends have been attending Glorieta Camps for many years now. Glorieta Camps is a wonderful outdoor church camp that is available for the children of our county and state. It is a great asset and my son has benefited greatly from it. Thank you.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, J.L Comb testified as follows:]

J. L. COMB: My name is J. L. Comb. My wife Diane is here. We were private homeowners on the campus of Glorieta. We purchased our home when Lifeway Christian Resources still owned the property. The last several years that Lifeway owned the property things were deteriorating, both in terms of program, number of people attending, staff, and the infrastructure. Glorieta Lifeway announced they were closing the campus and were going to sell and would not even guarantee that we would have water and sewer services. Things had really deteriorated. We were pretty despondent.

And then a wonderful thing happened. Lifeway sold the campus to Glorieta 2.0. Things began to change immediately. The campus was renovated. Buildings were opened that had been closed. Programs, brand new programs were instituted. Staff were hired. People began coming in literally by the thousands and we are totally supportive of the program, the camp there. We support it to the extent that we volunteer several weeks every year working 20 to 30 hours a week and our request is that you grant the variances requested by the camp, so that they can continue to offer the services and even more in the future. Thank you very much.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, Kel Beal testified as follows:]

KEL BEAL: My name is Kel Beal. I live at 324 Aspen at Glorieta Camps. I'm reading a letter by Will Perez, youth and family pastor from Cielo Vista Church in El Paso. My name is Will Perez and I'm the youth and family pastor at Cielo Vista located in El Paso, Texas. I'm writing you today to express my organization's support for Glorieta Camps' experiences. This past week 90 students and eight staff personally made

SFC CLERK RECORDED 09/14/2018

the trek over to this Santa Fe jewel. The experience during the camp was phenomenal. We saw connections between our youth like never before and a desire to grow and expand their knowledge of each other, god and scripture. We witnessed students that were stuck in all sorts of illicit behavior come together and open up for help. This would not have been possible without the work done and the activities these students were subject to that helped build community at this site.

Activity driven places such as what Glorieta offers are not just adventure park themes and fun. The activities at Glorieta are closely and marvelously integrated with the program and the teaching that occurs. They purposely and safely allow students to step out of their comfort zone and experience success and confidence rarely if ever found within the confines of the home, church or community. As a former employee of a multi-national industrial giant I'm completely appreciative of all the safety concerns and needs. As a recent guest of Glorieta I was very impressed with the safety measures implemented by the staff and their business practices. I would ask that you consider this letter as our support of the facility and its staff and the variances required to organize and execute all the activities at the site as we believe the greater the offering the greater the impact to our youth. Thank you.

CHAIR HANSEN: Thank you.

COMMISSIONER HAMILTON: Thank you. Next.

[Previously sworn, Debbie Beal testified as follows:]

DEBBIE BEAL: Debbie Beal, 324 Aspen, and I affirm I'm under oath. I am reading a letter from Vivian Nichols. My mom first visited New Mexico when she came to Glorieta in 1953 when buildings there were just starting to go up. My parents first brought me in 1971 when I was just three years old and we came to New Mexico to spend a week at Glorieta every summer since along with my baby sister until I graduated from high school in 1986.

Now as a single mom, my dream was to bring my two children to New Mexico to visit Glorieta and experience the profound life change I had experienced as a child there. That dream became a reality in 2013 when they were just seven and five years old. My daughter Grace learned to ride a bike that first week, but even more importantly she got to see with her own eyes the beauty of New Mexico and the closeness of family that I had come to know growing up in Glorieta. My kids and I have come every summer since 2013 and just returned from glorious Glorieta for a week of family camp in July 2018. Unfortunately, the zip lines and several other things that have been closed the last two years with Glorieta's meticulous eye on safety and the environment, we have wondered why.

My kids have been saddened by the lines' closure, especially my son Sammy, and they are hoping that if we can come back at least one more time they may be opened again. I write you to let you know if my wholehearted support for Glorieta's variance applications being approved.

COMMISSIONER HAMILTON: Thank you. Next.

[Previously sworn, Trisha Keefe testified as follows:]

TRISHA KEEFE: My name's Trisha Keefe and I am under oath, and I live at 13 Cur Trail, right next to the property. And what I want to say is I don't think there's any ill regard towards there being a wonderful camp out there and these lovely people

and all your wonderful experiences. That's just wonderful. I personally have been kicked off the property from hiking on what they call Hagen Creek Road, where I used to hike that frequently; I can no longer do that. I was kicked off once they took it over. When they complained that their variance requests, if they have to that there will be undue hardship, well, that's a natural consequence of breaking a law and then asking for a variance after you've broken the law. I'm sorry, but that's how that goes.

The appellant is concerned with money that this amusement park is making for them and I love all of the outdoor activities and things but I don't agree that you have to have a zip line to have a Christian experience or connect with god or each other. I don't mind there being a couple zip lines, I just think that the overall problem that this institution has behaved in a violating way against the State of New Mexico, against local community owners and I live in that house. These people come and visit. Have a wonderful experience. I own a house whose resources are being impacted. I don't know if you saw the lawn in the picture but that freaks me out. The ponds, our water tables are dropping. People have lost wells. We can't use the house or sell the house if that happens.

I'm concerned about – talk about overall how they say sustainability. It's a wonderful addition to our community but it isn't sustainable if it's using up all the resources. So that's my big concern and just blessing to the situation.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, Joanne Sullivan testified as follows:]

JOANNE SULLIVAN: Hello. I'm not used to microphones. Can you hear me. I'm Joanne Sullivan and I know I am under oath. I concur with the previous speaker for her points and I would just add that I come away saddened by the contrast and inconsistency that I'm picking out between the mission and the way that they illegally proceeded to develop toward that mission. So that is my chief concern that they are monitored in some way to be sure that any approval or variation of what they're doing is followed up on and they actually have to comply with that. Thank you.

CHAIR HANSEN: Thank you very much. Next.

[Previously sworn, Robert D. Williamson testified as follows:]

ROBERT D. WILLIAMSON: My name is Robert D. Williamson. I live at 49 Pigeon Ranch Road, which makes me a neighbor of the Baptist Assembly. I am under oath. First, I was hoping staff would be here because I really wanted to give them kudos for all the work and time and effort they put in on this.

CHAIR HANSEN: They are. Staff is here. And Vicki is here, and Jose is here and Penny is here.

MR. WILLIAMSON: It's a phenomenal amount of work. What I wanted to say, we're here talking about variances to the Santa Fe County Land Code which is not something that was just made up. As we all know it took a long time, a whole lot of effort from everybody, different revisions and on and on. And to hear you talk about needing a variance, thinking that things weren't contemplated like building on 30-foot slopes or dealing with 7,400 elevations. It's kind of an insult to everybody that spent all that time on it. So the variance idea was not that someone could get a variance if they came in and built and then said, okay, now I need a variance. That was if you're doing planning. And to hear that the site development plan is still in process was pretty surprising to me also, although not surprising considering everything that they've rammed through already.

SFC CLERK RECORDED 09/14/2018

So needless to say I'm against them getting these variances [inaudible]. One more thing. I'm worried about the fires, and I'm still not convinced that they can have all those people in there doing all that and with all this new area to go into and not have something happen. Thank you very much.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, Tim Fowler testified as follows:]

TIM FOWLER: Hello. I'm Tim Fowler. I live at 2087 Calle Navidad in Santa Fe, New Mexico, and I recognize that I'm under oath. I'm here speaking as the event director for Outside Bike and Brew Festival and as executive director of Velo New Mexico, Inc. which owns and operates the Bike and Brew Festival. Very simply, I'm here to speak in favor of the partnership that I've built already with Glorieta 2.0 and the resource, the facility that they provide for adventure travel and mountain biking specifically.

In short, the Outside Bike and Brew Festival would not be happening this year with partnership with Glorieta 2.0 and Outside Bike and Brew Festival, this is our fifth year for the event. We bring thousands of visitors from all over the US to see the incredible trails and the incredible recreation that are available here in Santa Fe County and in northern New Mexico generally. Very simply, what Glorieta Camps provides is unique. It is distinctive and makes events like Outside Bike and Brew possible. Thank you.

CHAIR HANSEN: Thank you very much, Mr. Fowler. Next please.

[Previously sworn, Pat Brown testified as follows:]

PAT BROWN: I'm Pat Brown. I live at 2633 Sol y Luz Loop in Santa Fe, New Mexico and I'm coming under oath. As a member of the Santa Fe Fat Tire Society and also founding member, one of the founding members of the organization. We're a chapter of the International Mountain Bicycling Association and that's an international group that is responsible for maintaining trails, looking to build more trails, riding those trails and – we say trails. They're not just mountain bike trails. They're recreational trails for all users. Non-motorized use I should put.

We have a very unique situation with Glorieta. We only have two areas that I know of that are private areas that allow public access to their trails. The other one being Galisteo Basin Preserve, which we almost lost recently. Thank goodness we have a contributor for that that forbid the bank from foreclosing on that property and now we can continue to use those private trails for public use. Glorieta is the only other one that I know of that has that ability to do that. Originally, it was very restricted. Now they open it up for year-round use by creating an access that doesn't take you straight into the camps, and that's to protect those kids.

We're allowed to use the trails around the perimeter and that's terrific. The only other opportunities we have to build trails around here is up in the Forest Service. I am a crew leader with the United States Forest Service as far as volunteer builders and so I think that the trails that they're putting in and have brought back are very responsible trails. Thank you very much.

CHAIR HANSEN: Thank you, Mr. Brown. Next please.

[Previously sworn, Micah Burgess testified as follows:]

MICAH BURGESS: My name is Micah Burgess. I live at 156 Oak Road

and I am sworn in. I'm reading a letter today from Reverend Reed Redus. The senior pastor for First Baptist Church in Santa Fe. Thank you for your part in making Santa Fe an awesome place to live. I am writing today in my support of Glorieta Camps. Please approve their County variances because the camp benefits our local community in so many ways. The folks at Glorieta offer wonder activities for the children and the youth of Santa Fe, many of whom are at risk. During the summer, Glorieta offers a day camp that is a fantastic option for parents. Both of my elementary age children go to day camp and many of their friends are involved as well.

One of my neighbors sends her children to day camp for most of the summer so that she can work to provide for them. The staff at Glorieta have been such a positive influence in my children's lives. Glorieta offers scholarships for those who need them and they even offer pickup in Santa Fe at two separate locations. In addition to being a positive moral influence in our area, Glorieta is a welcome addition to our economy. Retreats at Glorieta create local jobs and bring valuable dollars to our economy. Visitors to Glorieta spend money dining, shopping, skiing, cycling and other ways. Not only tourism dollars for Santa Fe but the more immediate economies in Pecos, Rowe and along the east I-25 need the valuable jobs the camp provides.

Finally, Glorieta has shown wonderful openness to the local community. We have seen dozens of groups staying at Glorieta do various types of community service throughout Santa Fe. This giving spirit exemplifies what New Mexico is all about. Thank you for your time and I hope you see the wonderful benefit this camp brings to our community. Thank you.

CHAIR HANSEN: Thank you.

[Previously sworn, Josh Nelson testified as follows:]

JOSH NELSON: Good evening. My name is Josh Nelson. I'm at 302 Aspen Road in Glorieta. I'm a director of day camps out at Glorieta Camps and I've had the really awesome opportunity of working with hundreds of local children between the ages of five to 14. This year we partnered with Santa Fe County Youth and Family Services to bring in foster kids which we scholarship. We raise dollars through local donations to be able to bring these kids in, really allow them to enjoy the property and be part of our programming.

I am going to read a letter from one of our guests who've come to enjoy some of these programs. This is from Jeff Sears.

CHAIR HANSEN: So, sir, and I apologize to those of you who do have letters, but you're sworn for yourself; not for the person you're reading the letter for. And so therefore I think you can enter it into the record.

MR. NELSON: Yes, ma'am.

CHAIR HANSEN: But you need to speak for yourself. And then turn the letter over to the stenographer.

MR. NELSON: Absolutely. Well, then I'll just continue with my personal testimony then if that's okay. And not read from this?

CHAIR HANSEN: No.

MR. NELSON: Great. I won't. So yes, I do work with hundreds of local kids that we bring in from Santa Fe, Española, Eldorado, Pecos, Glorieta, even as far down as Albuquerque. These kids come from all different backgrounds and I have the

SFC CLERK RECORDED 09/14/2018

really incredible opportunity to see life change through these kids, connectedness. Kids coming from all different kinds of hardships, family backgrounds. As a director who loves working with kids and sees a value of working with youth I see what this place does. I get to see what Glorieta brings to these families and to these kids and I just wholeheartedly back and support this organization. And I back what we do and I see incredible value in and through the school system and through the different organizations we work with and through the families' and children's lives we impact. So thank you.

CHAIR HANSEN: Thank you very much. And please try not to repeat what's been said before, and thank you. Next please.

[Previously sworn, Genevieve Carmozi testified as follows:]

GENEVIEVE CARMOZI: My name is Genevieve Carmozi. I live at 175-A Oak Road and I have been sworn in. I will not repeat what has been said. This letter is in the packet. I want to highlight one thing from this letter that has not been said. Here we go. From a purely cycling standpoint Glorieta Camps' unique mountain bike specific trails will help Santa Fe become an IMBA gold ride center. Presently, we are a silver ride center and with the addition of Glorieta Camps and some new trails that Santa Fe Fat Tire Society has planned we hope to upgrade to gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the US to ride here. Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors. And that was written by Henry R. Lanman.

CHAIR HANSEN: So I just said that I really did not want you to read in other people's letters. Okay?

MS. CARMOZI: Perfect. Thank you so much. It's in the packet. Appreciate it.

[Previously sworn, Dustin Finch testified as follows:]

DUSTIN FINCH: My name is Dustin Finch and I live at 175 Oak in Glorieta, New Mexico, and I have been sworn. I had a letter to read but I just wanted to say that my life has been changed at camp and that is the reason why I work at Glorieta and why I support Glorieta because how camp has changed my life. That's all I have to say.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, Robin Williamson testified as follows:]

ROBIN WILLIAMSON: My name is Robin Williamson. I acknowledge I am under oath. I live at 49 Pigeon Ranch Road. Contrary to her statement that no one lives in those woods, myself and all my immediate neighbors do in fact live in those woods. Her assertion that a two-mile hike carrying 30 pounds is too much is absurd. As a child I went to a school that required two camping trips a year. We hiked five to ten miles carrying 30 to 50-pound backpacks from fourth grade on. And it's absurd.

On the second, I myself, because of their water waste have had to spend $6,000 getting my well deepened and getting a new pump. Others of our neighbors have spent upwards of $30,000 replacing completely dried up wells because of their water waste. I agree that they do good things for kids at the camp and that they have some good activities but basing all of that on illegal and unsafe constructions, how is that moral? How is that benefiting the community? And I don't think anything that starts with that

much breaking of every law and regulation we've got around here should be allowed to continue. They don't have the children's safety at heart. Their roads are unsafe. Their structures are not licensed, and how is that safe for kids. I request that you deny their variances. There is no hardship to it as she pointed out. You can connect with nature and each other without a zip line.

CHAIR HANSEN: Thank you. Next please.

[Previously sworn, Joshua Baker testified as follows:]

JOSHUA BAKER: My name is Joshua Baker and I live at 312 Aspen Road in Glorieta, New Mexico, and I'm under oath. I'm the director of family camps at Glorieta and so my program serves families of all ages. We have zero-year-olds and 89-year-olds coming to camp. Our families come from an average of eight hours away, many of them further. We had a family fly in from New Jersey to come to family camp this year. We love our families and we want to make sure that we provide the best experience we can for them because for a lot of them, this is their only opportunity for a vacation during the summer.

And so we are – my program is pitted up against Disneyland and Leggoland and all the different attractions that families can choose from as they come to Glorieta. We feel like we provide an opportunity to enhance the family development. As a councilor, as a family pastor, I have worked to help families grow, to help parents become the leaders of their family and that is my mission. But we use activities a lot to make that happen but we also know that families are choosing this as their vacation for the summer. And so without activities that don't necessarily compare but give families the opportunity to have excitement, to have fun, to be able to smile and for the rest of the year talk about what mom did on the zip line or to see how dad enjoyed the bike trails. Without those amenities we lose families and they choose other destinations to go to rather than coming and experiencing the things that we have.

And so these attractions are more than just attractions but they allow families to grow together, to build community and to walk away changed for the better. So that's why I'm here hoping that you will approve these variances so that we can continue to minister to families, creating memories and allowing them to grow closer as a family. So thank you.

CHAIR HANSEN: Thank you, Mr. Baker. Next please.

[Previously sworn, Eric Rothey testified as follows:]

ERIC ROTHEY: Good evening. My name is Eric Rothey. I live at 323 Aspen and I understand that I am under oath. I've been a police officer for 13 years of my adult life and I've testified in both local, state and federal court. Testimony is something I take my word very seriously as I've testified on several different cases. Since moving to Glorieta with my entire family – we moved here from Omaha, Nebraska, we've read about the things that have been said in the papers when we showed up to Glorieta. We were curious if any of them had any validation or based in reality whatsoever. Since being in Glorieta, I've been able to see great leadership and people that meticulously take their role, their guidance and their leadership with heavy honors.

I have not seen the violations that have been dreamed up here today and I would like to say that I would like that Glorieta would be able to continue to operate as this Christian adventure camp. I highly support the mission of Glorieta and have been able to

SFC CLERK RECORDED 09/14/2018

be there with my children and my wife and seen everything that Glorieta Camps stands for. I can say with 100 percent testimony that I have never seen anything that would make me feel unsafe, that would make me feel that these allegations have any basis or would make me feel that the leadership of Glorieta does not have its mission, its shareholders and its campers at heart. Thank you.

CHAIR HANSEN: Thank you. Next.

[Previously sworn, Meredith Nelson testified as follows:]

MEREDITH NELSON: My name is Meredith Nelson, 302 Aspen, Glorieta and I have been sworn in. I've been an employee of Glorieta Camps for ten years and I'm the director of the largest program at Glorieta. I'm going to actually say something else. I've been an employee of the organization for ten years but only been at Glorieta for three. So as the director of the largest program we have around 15,000 students come through my program each summer and for seven of the eleven sessions, 200 or 300 students for each of those sessions, travel into Santa Fe to volunteer with local Santa Fe non-profits and churches and do neighborhood cleanups. The volunteer in places all over Santa Fe and while they're in Santa Fe of course they're spending their dollars, their gas money, their bus drivers, all of that in Santa Fe and my program this year is one of the ones that took the most significant hit because the churches that attend said without the high adventure activities they want to go to another camp and don't want to come to Glorieta. And so because of that I request that you grant us the variances so that the churches can continue to come, continue to serve in Santa Fe and we can be assisting the whole ministry and business. Thank you.

CHAIR HANSEN: Thank you. Is there anyone else from the public who would like to speak? Seeing none, I am going to close public hearing. Does the appellant want to speak in response to anything? Come forward please.

MR. ADNEY: I'm Mike Adney and I'm still under oath. Specific to the zip tour, variance number one, for five years I build serpentine, hairpin, very complex roads for this nation's largest road builder for AT&T cell towers, Crown Castle. I'm telling you this road is a front page news heading waiting to happen. It is completely and totally illegal. She gave you a very tiny snapshot of just one piece of it that looks sexy. There's not a single retaining wall. It's not eroding annually, it's eroding weekly. There is no engineered soils stabilization. There are no retaining walls. As I told Anthony last summer, and I told the board – remember when I got to talk to them? There's at least two other very safe possibilities to build that road. They've dumped $30 million in. They're not going to have a problem dumping another couple. You need to take variance #1 off the radar screen.

And I'm going to use a percentage that has never been used before. When one of those large trucks falls off and goes down into the ravine, bumping off all of those large tree stumps, the children are going to be dead. They will be 100 percent dead.

Now, on variance #6, she misspoke. It's not a legal conforming building. It's a legal non-conforming building, and you can't jump off the top of a 75-foot building onto a zip line, onto a rappel, onto anything. It can't happen.

In terms of the variance #2 on the slope, please understand that when you walk into the gate of Glorieta Conference Center, which is now Glorieta 2.0, from the top farthest to the east, where the water tower and the subdivision is, all the way down to the

lowest area where the wastewater treatment system is, that slope, within this mountain range is 25 percent. In other words, once you step foot on there you're already in the 25 percent range. It doesn't matter if it's .0000094, you can't build on it. It doesn't matter how small it is. You can't build on it. Notice that every single time anybody said the word trail, did anybody say bike trail versus a hike trail? We're talking about biking trails that have totally torn up this mountainside. So what they do is they gather together all these terms into a variance. A variance isn't supposed to be some large catch-all, and if I get this then I get everything else. I did this for 20 years, you guys. This needed to be fractionalized and broken down at least to ten or eleven more levels.

It's no great, I guess, secret that the community is going to appeal their site development plan so we'll be back in these chambers going over some of these things that are going to fall out and the other 40 issues that occur every month there that are illegal within the SLDC.

And just one last comment if I can find it here. The camp that ran this camp for 60 years ran it profitably the entire time until they decided to pull $72 millions out of it over 12 years to buy all the bookstores they wanted in America. They have a sister camp called Ridgecrest. They don't have any amusement at all. They've been doing the same thing there for 50 years and guess what? They served their 77,150th guest yesterday. The most they ever served before was 40,000. This particular mission may work very well in Texas. Geographically or for some other issue, exit strategy or whatever you want to call it, it's not working here. They are surviving with what they got and they can continue to survive with what they've got, and what they want in the form of amusement must be absolutely dead-on safe, without any exceptions whatsoever.

Okay. Thanks.

CHAIR HANSEN: Thank you. Questions from the Board? Thank you.

MR. HANUS: Yes, I'm Jeffrey Hanus. I believe I'm still under oath. I've lived in Glorieta since 1983, next to the conference center and no one I know in our Glorieta community dislikes summer camps or bicycling. Nobody dislikes children having wonderful wilderness experiences or out of town visitors that come to Glorieta to enjoy the beauty of our community. No one disputes the value of wilderness experiences. In fact when we bought our property in 1979 next to the conference center it was partly because of the conference center, and for many years, until 2013, we had complete, unfettered access. We could go over, walk around the lake. We could say prayers in the prayer garden. We could take our dogs for a hike there. But as soon as Glorieta 2.0 took over we were deemed a security risk and denied access.

And so we could probably make a case we had a proscriptive easement for all those years, but again, the former conference center was open arms to the local community and the Glorieta 2.0 is not.

Glorieta 2.0 broke the law. They have over 58 violations. They completely ignored the permit process. The constructed countless unpermitted, illegal structures, miles of roads, miles of bike paths, miles of zip lines. They allowed children to swim in a lake which was never tested for contaminants. In fact, if you look at all the swimming pools in the state of New Mexico, more kids swam in the lake at the Glorieta 2.0 until they were not allowed to than in all the swimming pools in New Mexico and yet the water was never tested there. And one of the board directors of Glorieta 2.0 said the water

is so great I would be happy to drink from the lake. Well, you know I would invite him to come up and do that.

Part of the illegal construction they did was to put in dozens and I think it was 48 timbers that were pressure-treated with copper, chromium, cobalt and all kinds of other toxic things that were water proof and then without testing the water they allowed the kids to swim there. So this thing about safety to the children is something that I argue about with them.

Besides allowing kids on zip lines that were never inspected or approved or certified by New Mexico engineers, 2.0 also cut hundreds of old growth trees without permits. They build treehouses with no inspections. They polluted Glorieta Creek when they drained the lake, and when they drained the lake to build the illegal structures and island, they killed thousands of fish. Well, I'm the president of the board of directors for the New Mexico Wildlife Center and you know, that's not good stewardship for the land to do that. It's not good stewardship to destroy habitat just because you need another zip line or another road to access the zip line.

They built a huge illegal landfill. I know that that's not there anymore but they did it and who knows what paint or asbestos or other things are in that. Let's see. I would like for the County Commissioners to please follow staff's recommendations and deny all but the one variance. Staff has spent thousands of hours reviewing this variance request and I hope that you'll listen to what the staff had to say. 2.0 pretends to be a religious camp but I understand it's lost its religious exemption. I think it's more all about the money. They paid a dollar for this 2,227-acre property which was recently assessed by the Santa Fe County Assessor by $70 million. They claim a financial hardship for all their illegal improvements if they're not approved.

They say they have hundreds of people each summer that they employ, but only a few are locals. Very few dollars stay in the local community and the Glorieta community doesn't really benefit by this. In fact, Glorieta Conference Center had its own fire station there with its own firefighting equipment, but one of the first things 2.0 did was turn that building into a coffee house and sell that. So their 22,000 or 25,000 visitors every year are relying on the Glorieta volunteer fire department if there's a fire there. They used to have their own equipment; they don't anymore. And now they're opening up new areas where they're going to allow the kids.

I went to camp when I was young and I can't believe that none of the kids smoke cigarettes or other things and that they're under constant supervision and one match could burn up the whole place and what are they going to do? Call 911 or the volunteer fire department? I think that would be a little bit too late.

So in closing I'd just like to say please do not allow a terrible example to be set by condoning illegal, ruthless activities and allowing these variances to be appealed. We love wilderness. We love children. We love bicycling. We love camps. But the way that they got to this point should not be condoned. Thank you very much.

CHAIR HANSEN: Thank you. The applicant, do you have any comments? Please make it brief.

MS. GAVIN: Madam Chair, thank you for allowing us to rebut. Commissioners, Madam Chair, I just want to number one, remind everybody here this evening, as the appellant it is their burden to prove that we have not met the variance

SFC CLERK RECORDED 09/14/2018

criteria outlined in the SLDC. The variance criteria, it's very clear what is required. None of their testimony even referenced the variance criteria. Both the Hearing Officer and the Planning Commission very meticulously and thoughtfully – our hearing before the Planning Commission was four hours long with an executive session over I believe it was an hour and 15 minutes, an hour and 30 minutes. They took their time to truly review the criteria that we set forth and they evaluated and they found that we met that criteria. The appellant here has not even acknowledged it.

With the exception of a few conditions of approval, and the two denials, we were in agreement with Planning Commission. In fact I thought that Chair Katz did a wonderful job at navigating this very complicated variance request. I just want to clarify a statement that was made early in the hearing. Chair Gonzales recused himself because he actually is employed by our civil engineer and I think that was a smart thing to do. It had nothing to do with our case, nothing to do with the relationship of Glorieta.

I also want to mention that the process and procedures that we are moving forward with were outlined and prescribed by Santa Fe County Land Use staff. There is a process that you go through for approvals. Did our client not get approvals in advance? Yes. We've acknowledged that and we're doing the right thing now. As soon as the Cease and Desist Order was issued, as soon as the Notice of Violation Order was issued, our clients proceeded accordingly and followed all of the directives of the Land Use staff.

We were told these variances were required in order to proceed with the requisite site development plan application. This property is a historic property with a lot of improvements that have been there from the 30s to the 50s to now. And a lot of these improvements were neglected. They were in disrepair and they were in need of remediation. Our administrative process with the site development plan, which is not the purview of this hearing tonight but it is related, is taking all of that and encompassing it into a comprehensive site development plan so we can move forward with the regulatory agencies, CID, in order to get the proper permits for any vertical construction.

It is not the purview of Santa Fe County to review for safety, engineering design of vertical improvements. Of course there's compliance with reflectivity and height and again, this is why we're before you today to address those improvements that are not compliant to a T with the SLDC.

I also want to just make a point, Madam Chair, that your concern about some of the people reading letters into the record. All of those letters being read, just for the record are in your packet that was either part of the staff report or the booklet that we brought here this evening.

I want to address the statement about the roads in variance #1 and variance #3 that affects both Hagen Creek Road, the historic road, as well as the Zip Tour Road. The improvements that we are proposing and that are part of the variance request have been requested, mandated by the Santa Fe County Fire Marshal in order to bring these roads up to a level of safety where he is comfortable. We drove those roads very slowly, very carefully, very strategically, stopping, documenting what needed to be done. Fire Marshal Blay even said, he goes, these aren't so bad. We need a turnout here. We need a pullout here. Obviously, in areas where a turnaround was requested, where we have the zip tour platforms, we've incorporated that into our proposal.

The comments about the bike trails, the hiking trails. Trails are inherent in any

type of a rugged, mountainous, wooded terrain. You can go up to Santa Fe National Forest. You can go into Mora. You can go into the Pecos. You can go down to the Sandias. Trails are a part of experiencing that type of environment, that type of outdoor amenity. These trails have been improved with much caution and care. The Glorieta staff takes a lot of pride in their trails and as you heard from the testimony, there are a lot of organizations out there that are very supportive of that because it brings in not just mountain bikers but it brings in families. It brings in children. It provides for Glorieta to have those amenities that again, enhance their mission and their program.

In regards to the zip line structures and the statement by the appellant that these were not regulated or engineered or inspected, the zip line structures were engineered by a firm licensed in New Mexico. They're physically located in Arizona. They are licensed engineers. They engineered this. They certified it with their professional stamp. As a professional myself, to stamp something you are taking responsibility. These are serious improvements, obviously where there's some liability. They were built accordingly. They have been inspected by the proper agency at CID. They're inspected annually. There's a maintenance requirement for those zip line structures. So that statement is, number one, false and number two, this process of getting these variances approved is part of the procedure.

We have to come in for these unique, very peculiar, unique opportunities to enhance and serve the mission and the vision of Glorieta. And then I want to just state that in regards to the fire station. The existing "fire station" on the site, that was a fire station decades ago. Glorieta did not close it down and turn it into a coffee shop. It was not a functioning fire station. In fact there was conversation with Santa Fe County Fire. They have no interest in Glorieta having their own fire station. There's obviously a liability issue there. We have – it was converted to an eatery and a coffee shop and that has already been issued a permit by Santa Fe County Land Use. We have a development permit and a permit from CID for that amenity. So that is not applicable to this request this evening.

Number one, I just want to say that we really appreciate your time and attention to this. There's a lot being asked of you this evening. We feel like we have gone through the motions, the process. We did a very thorough review with the Hearing Officer and got recommendations of approval. We had a very extensive review with Planning Commission and we very much respect their findings. We do respectfully request that you reconsider the limitation of the use of the roads for the participants of the camp. We feel that we have met the criteria set forth in the SLDC as far as variance requests.

The SLDC provided a process in which you can ask for a variance. Not everything can be accommodated by one written code and that's why it allows for a variance request. And so we respectfully request that you grant all seven variances and again, I'm happy to answer any more questions as necessary. Thank you very much.

CHAIR HANSEN: Thank you. I just – one thing that really bothers me, and I know that's probably Commissioner Anaya calling in. One thing that really bothers me is in 2013, you did not come and getting any permits. So why – if you went and got a licensed engineer to put in a zip line, how could you not know and how could build all this stuff without permits and not come to the County. You didn't come to the County until 2017. This is really a hard – I want to know your reasoning for thinking that it was

okay to build all this stuff. But you got a licensed engineer to build your zip line. I'm really confused.

MR. WARD: Madam Chair, if I may I'll just try to answer that briefly, is that we weren't aware of the SLDC. Current SLDC wasn't in place at the time. We weren't aware of the code. A lot of our staff came from jurisdictions where there isn't a requirement to get a permit for these recreational amenities and the staff of the former owner had told us it wasn't required based on their communication with staff historically here. And so it wasn't in bad faith that we tried to pull one over on Santa Fe County. We literally didn't know, and when we first got notice of violation we contacted a construction law firm out of Albuquerque that now, at that time told us they weren't sure it was required for a permit.

Two miles over in San Miguel County it's not required. We just were ignorant. And when we got notice from the County we have tried to do every single thing they've asked. Some of it has seemed, some of it has been very difficult to try to navigate and figure out what the code is and even has staff has been navigating to figure out the code, because its' a new code. And so as you've heard, we've tried our level best to comply strictly with the code as we've understood it. We hired Jenkins and Gavin and they've been a great help to us in understanding, and since that time we don't do anything without asking. We call Jose to say, can we change out our sign? Because we weren't sure from the code if it was allowed or not.

CHAIR HANSEN: Okay. But how could you have a landfill and keep all that crap in all the pictures on the piece of property. Without knowledge. I am baffled by the lack of respect for myself moving to a new place, I would check and see what's required. To be doing this kind of intense creation of a place where children are coming. It causes me pause, because I don't understand how you could just move forward and do all these things without a permit or without even thinking that you needed a permit but yet you could hire a licensed engineer to create the zip line, but then not think that you needed a permit to do it. So it's a hard thing for me to understand.

I'm also – how much water rights do you have? I heard a number of people here questioning – their wells going dry. So what's happening with the water? That is a very big concern of mine. And how many people live on Glorieta 2.0? How many people actually live there?

MS. GAVIN: Madam Chair, first, in regards to the water inquiry, I'd like to have Meghan with Glorieta GeoScience. She's done all of the reports, the requisite reports with the site development plan application and she can answer that question and we'll get an answer about how many people actually reside on that property.

[Previously sworn, Meghan Hodgins testified as follows:]

MEGHAN HODGINS: Excuse me just a second. I have to look it up in here because I can't remember the exact number. Okay. Madam Chair, the document that was submitted by the water service availability report and hydrologic report includes a water budget and a description of the water rights that have been accepted for filing a proof of beneficial uses, State Engineers Office. And the total is 228.12 acre-feet.

CHAIR HANSEN: Okay.

MS. HODGINS: Was there anything else?

COMMISSIONER HAMILTON: Can I ask one quick question?

SFC CLERK RECORDED 09/14/2018

CHAIR HANSEN: Yes. Go ahead.

COMMISSIONER HAMILTON: Can you tell me the date is from which zip line plans, engineering plans were signed and stamped?

MS. GAVIN: Actually signed and stamped? I can go ahead and look at the drawings right now. I don't know off the top of my head. And Madam Chair, just to answer your question in regards to how many people reside on the property. As mentioned before in the testimony, there's 65 permanent employees that reside on property, plus their families.

CHAIR HANSEN: How many people live – there were a number of people here that said they live there. How many people live on the site?

MS. GAVIN: There's 65 Glorieta employees that live on the site, plus their families.

CHAIR HANSEN: What about these other people who lived there before, who have lived there for the last – I don't know how many years, but there seems to be a number of people who live there who are not employees.

MR. WARD: There's 11 leaseholders in addition to the 65 staff. They're historical leases. They were lot leases. Many of those don't live there year-round. Some of them are vacation homes.

CHAIR HANSEN: Okay. So I also want to know, when were the unpermitted improvements constructed? Jose, did you have an answer to a question?

MR. LARRAÑAGA: Madam Chair, yes. I'd like to just clarify. It was read in the report under history, NBB-2, second paragraph, where staff, when the lake was drained staff met with Glorieta 2.0 staff and staff informed them that any development needed a permit and any expansion or intensification of the use on there would need, under the old code, a master plan. So that was read into the report for the record. It's in your staff report.

COMMISSIONER HAMILTON: So did you find the date?

MS. GAVIN: The original zip line structures were engineered in 2015, and then as part of this application for the variance requests and the site development plan they were re-evaluated and again stamped in 2017 with this new application.

CHAIR HANSEN: So when were they constructed?

MS. GAVIN: 2015.

COMMISSIONER HAMILTON: So they were constructed, and then they were certified.

MS. GAVIN: No. They were certified prior to construction.

COMMISSIONER HAMILTON: This certification is dated 2017.

MS. GAVIN: No, part of the current application, there were some additional requirements based on the evaluation against the SLDC. So the SLDC had some requirements that we needed to comply with. So there were additional improvements that need to be done to the zip line. For instance, the handrails. When they constructed this, the handrails were not compliant with building code, and so we needed to do some remediations on the handrails in particular. So then when they were redesigned, the structures themselves were not redesigned by the amenities to the platforms that give access to the zip lines, there were some improvements essentially to the railings, and that is consistent with all of the zip line structures.

CHAIR HANSEN: I have another question. How many cars go up and down these roads to get to the zip line daily? Is it a daily trip? Is it every other day? Is it twice a day? Is it three times a day?

MS. GAVIN: I'm going to have Jeff answer that because he's more familiar with the daily operations. But he does have that information.

MR. WARD: Currently none. We haven't been using them since 2017, but if we ran a full cycle, at the extreme maximum we would need 12 trips in a day.

CHAIR HANSEN: Twelve trips in a day. So six round trips. Or 12 round trips.

MR. WARD: Twelve round trips, just up and back. Yes, ma'am.

CHAIR HANSEN: Twelve round trips.

MR. WARD: That would be the maximum.

CHAIR HANSEN: So 24 up and down.

MR. WARD: Yes, ma'am. That would be the absolute maximum.

CHAIR HANSEN: And how many children?

MR. WARD: How many can fit in the truck? You can fit 20 in the truck at a time.

CHAIR HANSEN: Do any of the residents use Hagen Creek Road for access?

MR. WARD: There are three properties up in the national forest. We own one and there are two others that are privately owned, and that Hagen Creek Road is used to access those properties. The residents wouldn't use it – we would use it to access the zip structures in addition to accessing our private property up in the forest.

CHAIR HANSEN: So this road goes through your property, onto national forest land and in national forest there are some private properties? Is that correct?

MR. WARD: Yes, ma'am.

CHAIR HANSEN: Are they used year-round?

MR. WARD: I don't know how often those properties are used. They're privately owned and I don't know how often the people access them. I don't believe that they're living there year-round.

COMMISSIONER HAMILTON: So in fact the roads are local roads because they're used by public people, not just be retreat participants.

MR. WARD: Yes, and I think we said they fall under the local road classification.

COMMISSIONER HAMILTON: No, actually your consultant said they don't.

MR. WARD: Well, she said they'd be used a lot less than a typical local road.

CHAIR HANSEN: Okay. You have a question, Commissioner Moreno?

COMMISSIONER MORENO: Thank you, Madam Chair. I don't know who can address this. Maybe Ms. Gavin can be the point person. Who sets the standards for zip lines?

MS. GAVIN: I'll have Jeff address that, standards as far as safety?

COMMISSIONER MORENO: Construction, location.

MS. GAVIN: Okay. I'm going to have Jeff Ward address that because

obviously they worked in tandem with the engineers and the contractor.

MR. WARD: I'm actually probably not the best person but there's a governing body called ACCT that sets standards. There's another one called ASTM. Our zip lines were built by those standards and we had, up until we got the Notice of Violation had them inspected regularly and adhered to those standards.

CHAIR HANSEN: And how often do you have them inspected when you were operating illegally?

MR. WARD: We're required to have an annual inspection by an outside party, but our staff were trained also to do daily inspections. The state CID also inspects annually. So in addition to an ACCT authorized inspector we would have the State of New Mexico CID Department would inspect as well.

COMMISSIONER MORENO: Other questions. Stay there for a minute. By the way, this is an aside. You said a girl was injured early in the hearing.

MR. WARD: The appellant mentioned it. Yes, sir.

COMMISSIONER MORENO: Yes. How is she?

MR. WARD: To be honest, I don't know how she's doing. This occurred in 2013 or 2014. There was one of the people that rented our property had set a whiteboard outside. The wind caught it and hit the young lady in the head. So it's been many years. It's just now proceeded to litigation.

COMMISSIONER MORENO: Okay. You worked with people who are engineers, planners and smart people. Did nobody along that path, did anybody say to you, should we call the County? Explain that to me.

MR. WARD: Commissioner Moreno, Jose had shared – he told someone – I don't know who he told that we needed to have permits for everything. I wasn't aware until summer of 2016. He called us into his office and we said what do we need to do, and he said you need to get engineer drawings to me. And so we proceeded looking for an engineer. The fact is it's very difficult if not impossible to find an engineer in the entire state of New Mexico who will design these type of things. They don't carry this type of insurance. The engineers and the designers that we worked with in constructing these, it's very common in other jurisdictions to not require a permit for a zip line. Most of the camps I know in other jurisdictions, permits are not required for zip lines.

And so I know you all think we're crazy to say we just didn't know, but when we tell leaders of other camps that we're going through this permitting process for zip lines, they think we're crazy. Because it's just not required in most jurisdictions in the United States.

COMMISSIONER MORENO: We have higher standards in Santa Fe County --

MR. WARD: I understand that now, sir.

COMMISSIONER MORENO: -- than San Miguel and Los Alamos.

MR. WARD: Yes. I understand that now. And we will going forward adhere to them to the letter of the law. And we've been trying to demonstrate that since we got our notice in 2017.

COMMISSIONER HAMILTON: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER HAMILTON: So I'm actually a fire lieutenant at

Glorieta Pass Fire Department. I'm over at your facility multiple times a week. Very familiar with it. And I'm also obviously the Commissioner for that district. I live in Glorieta. I see you guys all the time. Having a place like that would be wonderful. But I find it a little disingenuous. I've been there multiple times when we have responded to really serious calls finding – and I know we've been responding there for a very long time so we know the roads. And I have been there multiple times in recent months where all of a sudden you can't get through because the picnic area has been set up with picnic tables that block access.

So I find it a little disingenuous to hear that you're following the letter of the law when I know – because I know my chief has called the County Chief and asked that those situations be rectified and then they're not.

MR. WARD: Commissioner Hamilton, I'd encourage you to ask the County Fire Marshal himself because we got approval to close off a small section of road.

COMMISSIONER HAMILTON: Well, it's happened more than once. Maybe there is approval for one but it just seems when we have multiple occurrences. And I – this is not an issue of being against what you're doing. It's an issue of doing things safely and the right way and there are reasons for these kinds of – for requiring permits. And frankly, the finding that everything satisfies the requirements for a variance is only if you assume that the things are already there. Well, they weren't there with a permit. That is the tightest logic circle you can create.

MR. WARD: And Commissioner Hamilton, I'll just say, regarding safety, we closed that road for safety. There's thousands of kids walking across that road every day to the dining hall, so we don't want traffic through there to be causing a hazard for the children. And as far as the disingenuous nature, and we said this to the Hearing Officer and we said it to the Planning Commission.

Forgive me for saying it here, but had we known that we needed permits and had we – before construction, we would have still been here asking you for variances because of the unusual particular difficulties the code puts upon us with our property – the size of our property, the location of the property – we would still be asking for variances.

COMMISSIONER HAMILTON: Absolutely. But let me give you an example. The objection to the number of disturbed acres on such a large property – you know what? That's a reasonable limitation, and the County would have absolutely worked on that with the process so that the sites that were built, where they were placed and how they were constructed would have been consistent with mitigating any difficulties to the extent possible. Because it's true. Most sites are not 2,227 acres; right? They're smaller.

So there's a lot that can be worked on but this is all *post facto*, which really makes me feel like we really need to see the site development plan and this is another problem. Applying for the variances, it's like a Catch-22, and I hate Catch-22s ever since I read the book the first time. To approve the variance so that you can go get a site plan approved so that the variances are appropriate to approve in the first place.

CHAIR HANSEN: You did not answer my question on why were you storing all the solid waste?

MR. WARD: Yes. Madam Chair, the solid waste had been stored for I don't know how many years before we got there and that was an existing dump. When

we did some modifications to some structures, some remodeling, we added to it and we shouldn't have. But it was an existing dump. It's been there for years. We cleaned it up. I wish we could go back and have not had it and had not done it and to Commissioner Hamilton's point, I wish we had started right. But we didn't and now we're here asking you for variances because that's the process we have to go through. That's what the code prescribes when you fail. What it prescribes is you get in compliance and that's what we're trying to do here before you tonight.

MR. ADNEY: Appellant Mike Adney. Listen, I spent five hours as the whistleblower with the highest ranking building official in the State of New Mexico, for CID, Jude Reason. We came to an absolute conclusion that only structural engineering was done and it was done late. Don't you understand that you have to have geotechnical and soils engineering. We could just as easily be saying tear down the zip line because we don't know what it's footed into. We don't know what the soils are. Just like we're saying tear down the huge tower in the middle of the lake.

It just can't happen. I said to the Planning Commission; I'll say it here now. Someone go to that table and show me a geotechnical report dated before 2015. You're not going to get it. No one's going to stand up. And let me tell you something about the chief executive officer. Again, who's not here tonight. David Weekly has built 70,000 homes in 12 states and 120 subdivisions in America. Don't you dare tell me he doesn't know about planning and zoning and building.

And I'm going to give you one last very important point. In 2013 they came into this building, downstairs one floor and got a permit. And they proudly displayed it right next to the lake. And Anthony is quoted in an Albuquerque *Journal North* article saying I've got 56 projects to do before next April. Those are his own words. They knew they would need permits. They came and got the first permits, and then they stopped. They intentionally stopped. When you buy a $70 million property for a dollar, you roll the dice if you're a Texas billionaire. You just say, if someone catches me I'll do it later.

VIII. MATTERS FROM THE COUNTY ATTORNEY (cont.)

A. Executive Session: Deliberation on an Administrative Adjudicatory Proceeding, as Allowed by Section 10-15-1 (H)(3) NMSA 1978

CHAIR HANSEN: I would like to see if my Commissioners would like to entertain a motion to go into executive session.

COMMISSIONER HAMILTON: I so move.

CHAIR HANSEN: Do I have a second?

COMMISSIONER ROYBAL: I'll second.

CHAIR HANSEN: Okay.

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

Commissioner Anaya	Not Present
Commissioner Hamilton	Aye

SFC CLERK RECORDED 09/14/2018

Commissioner Hansen	Aye
Commissioner Moreno	Aye
Commissioner Roybal	Aye

CHAIR HANSEN: So we're going to go into executive session to discuss some of these things and items and variances. We'll be back as soon as we can be.

[The Commission met in executive session from 9:20 to 10:55.]

CHAIR HANSEN: Commissioner Anaya, are you on the phone?
COMMISSIONER ANAYA: Yes, Madam Chair. I'm here.
CHAIR HANSEN: Okay. Thank you. Can I have a motion to come out of executive session?
COMMISSIONER HAMILTON: Madam Chair.
CHAIR HANSEN: Yes.
COMMISSIONER HAMILTON: I move that we come out of executive session. That the people that were present were the five Commissioners, including Commissioner Anaya by phone, the County Manager, the Assistant County Manager, the County Attorney, the Assistant County Attorney, and the only things discussed were those that were mentioned in the motion to go into executive session.
CHAIR HANSEN: I need a second.
COMMISSIONER MORENO: Second.

The motion passed by unanimous [5-0] voice vote. [Commissioner Anaya is present via telephon.]

CHAIR HANSEN: So the first thing I want to do is close the public hearing and move forward. We are going to make a motion to deny the appeal and uphold the Hearing Officer's determination and conditions. We think it is in the public interest to approve the variance. We find there is sufficient evidence of extraordinary and exceptional conditions that would result in undue hardship from a strict application of the code, and believe that with additional conditions that will require the spirit of the SLDC can be observed and substantial justice can be done.

Also, in no way does the BCC condone the actions of the proper process. We do not condone what you did by going and doing this and asking for forgiveness. It is offensive to us and that is very serious and I hope you understand how serious that is. And obtaining the proper permits. It's really – I want to see this done completely properly from here on out.

Commissioner Anaya is going to state some of the conditions but the attorney will be also writing an order. It is late and if we may miss a few things you will have to see them in the order, but I believe that Commissioner Anaya will state them all. So Commissioner Anaya, I am turning it over to you.

COMMISSIONER ANAYA: Thank you, Madam Chair. Can you hear me okay?

CHAIR HANSEN: Yes, we can hear you.

COMMISSIONER ANAYA: So I want to emphasize the comments of the Chair and say that I was a little more hopeful of an acknowledgement of fault associated with the actions that were taking place at the center and the forgiveness associated with that, I think that comes from the public good that comes from the work that's done there. But that said, I'm hopeful that there's an extension of an olive branch, if you will, to the community members that have shared some frustrations associated with the new management at the facility, and I'm hopeful that there's an expanded outreach connected to what happens after tonight to not only deal with the issues associated with the specific variances, but to mend fences as we hope to do daily with our own neighbors, which I think is attendant on most everyone that made comments tonight.

That said, it's our conditions and our interest that our public safety and the well being of all people that cross paths into that particular facility, that all facilities and structures have approved, professional engineered drawings that we verify, that that they've been engineered, and that they meet all of the conditions stating all of the structures and all of the facilities mentioned and referred to in all of the documents and the associated requests that we've been dealing with tonight and that have been part of this entire project.

We also want to have engineered geotechnical surveys done on those roads to assure that there's adequate bank stabilization, turnaround for emergency vehicles, and for all people that would access and utilize those roads and those functional facilities during the course of operation and use by children, adults and anybody that needs to access those facilities to utilize those different structures.

The other thing that was important to us is to make sure that there's adequate revegetation and a revegetation plan that the County would approve on any and all disturbance that occurred during the construction of such facilities around the Glorieta Center.

Madam Chair, Commissioners, Mr. Frederick, did I capture the essence of the sentiment of the Commission?

CHAIR HANSEN: I just want to add, I want to be clear about the revegetation, it's not for in the future but all the things that you have already done that are egregious. Mr. Frederick.

MR. FREDERICK: Madam Chair, I'm not sure if Commissioner Anaya mentioned erosion control. Slope stability and erosion control.

COMMISSIONER ANAYA: Absolutely. As part of the geo tests and the erosion control on those roads we want to make sure that the appropriate engineering has taken place and that there may as a result of that engineering be a need to do realignment associated with those tests to assure the adequate [inaudible], lifts the appropriate safety and the appropriate engineering for those roadways.

COMMISSIONER HAMILTON: Madam Chair.

CHAIR HANSEN: Yes, Commissioner Hamilton.

COMMISSIONER HAMILTON: So just one additional expansion of the vegetation concept. What we're trying to achieve is, achieving to the extent possible the protections that these regulations are trying to assure. And so for the very, very steep slopes, so that would include the areas where the trees were cut on the zip line.

Obviously, you don't want to necessarily revegetate with giant trees that are going to interfere with the zip line, but you need to both test and do a vegetation plan that would maximize stability of that level of slope under the zip lines.

CHAIR HANSEN: And the other issue is that all the structures that you have need to have CID approval. Those greenhouses or those treehouses, they need to be coded. They are – I can't remember both of the names of them but the two need to be within code and CID needs to approve them. So everything has to be pristine, up to the highest standards. And we're going to be watching. You're not getting a pass. You're going to be watched.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER ANAYA: I would request feedback and acknowledgement of what we're proposing and acceptance therein.

CHAIR HANSEN: I am getting a lot of head shaking, Commissioner Anaya, that you don't see, but I absolutely agree with you that we want confirmation on the minutes on everything that we have said, and I want to ask my Commissioners if we have missed anything, if there's anything else they would like to add in at the moment.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, I cannot emphasize and state in strong enough words that the strength of any community rests within the relationship that each other have with their neighbors. And there's some work that needs to be done outside of the scope of the variance that I'm hopeful that there'll be an acknowledgement and some commitment from the leadership at the Glorieta Center, Glorieta 2.0, to do that. And so I hope that we can get that taken care of.

COMMISSIONER HAMILTON: Thank you, Commissioner Anaya.

CHAIR HANSEN: Yes, thank you, Commissioner Anaya for that, and Manager Miller.

MS. MILLER: Madam Chair, so I just want to make sure that a motion is made and a second and the motion would be to – from what I understand in summary, was to deny the appeal, uphold the Hearing Officer's approval of the seven variances requested, and imposing the conditions as outlined by Commissioner Anaya.

CHAIR HANSEN: Yes. So that was my motion and do I have a second?

COMMISSIONER HAMILTON: I'll second.

COMMISSIONER MORENO: Second.

CHAIR HANSEN: I have a motion by the Chair and multiple seconds by Commissioner Hamilton and Commissioner Moreno.

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

COMMISSIONER ANAYA: Madam Chair.

CHAIR HANSEN: Yes.

COMMISSIONER ANAYA: Madam Chair, respectfully, I really would like to hear on the record the acceptance of what we just did.

CHAIR HANSEN: Yes. That is what's happening next. Don't worry, I

SFC CLERK RECORDED 09/14/2018

have not forgotten you, Commissioner Anaya. So who from the applicant would like to respond to what we have just outlined.

MS. GAVIN: Madam Chair, Commissioners, thank you very much for taking the time and attention and staying so late and hearing all of the testimony. We accept all the conditions that have been entered into the record along with the denial of the appellant's appeal. So thank you.

CHAIR HANSEN: Anything else you would like to say? Like would you like to apologize?

MR. WARD: Thank you, Madam Chair, for the opportunity. Yes. We apologize for not following –

CHAIR HANSEN: Sincerely.

MR. WARD: Sincerely. We sincerely apologize. I said it before that I wish we had done this on the front end and sought the variances on the front end. I wish we had known that it was required. And I'm very sincere. And I can tell you sincerely regarding your conditions, the things that you all are saying are the things we are interested in. We want to be the safest camp in America and we've already prepared engineered drawings of all of these facilities, these activities, and we will adhere to the law strictly as you've asked us to.

So I just want to reiterate, yes, we're sorry we didn't go through this process initially, and we're regretful and we will follow the law going forward.

CHAIR HANSEN: And you will work with your neighbors.

MR. WARD: Yes. Yes. We will. And we've tried to and we'll continue to reach out to them.

CHAIR HANSEN: Anything else from anyone? We've made the motion and we've passed it.

VIII. CONCLUDING BUSINESS

A. Announcements

B. Adjournment

Upon motion by Commissioner Roybal and second by Commissioner Hamilton, and with no further business to come before this body, Chair Hansen declared this meeting adjourned at 11:05 p.m.

Approved by:

Board of County Commissioners
Anna Hansen, Chair

ATTEST TO:

GERALDINE SALAZAR
SANTA FE COUNTY CLERK

Respectfully submitted:

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

BCC MINUTES
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
PAGES: 391

I Hereby Certify That This Instrument Was Filed for Record On The 14TH Day Of September, 2018 at 03:38:05 PM And Was Duly Recorded as Instrument # 1867571 Of The Records Of Santa Fe County

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

EXHIBIT
tabbies
1

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *August 8, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO* BT

VIA: *Katherine Miller, County Manager*
Stephanie Schardin Clarke, Finance Director
Daniel Sanchez, IT Director 8/8/18

ITEM AND ISSUE: BCC Meeting August 14, 2018

Request Approval to Utilize the Statewide Price Agreement No. 60-000-15-00020AA with En Point Technologies Sales, LLC to Purchase Volume Microsoft Licensing Software for a Three Year Term for a Total Amount of $429,527.82, inclusive of NMGRT, and Authorize the County Manager to Sign the Purchase Order. *(Bill Taylor, Purchasing Division)*

SUMMARY:

The Santa Fe County IT Division requests authorization and approval to enter into a three (3) year term agreement with En Point Technologies Sales, LLC (reseller) to purchase Microsoft Volume Licensing utilizing Statewide Price Agreement No. 60-000-15-00020AA, a procurement issued through the National Association of State Procurement Officers (NASPO).

Pursuant to County Resolution 2006-60, 2012-5 and 2014-143, pertaining to County Purchase Regulations and Policies, utilizing outside contracts, term and compensation exceeding $250,000, require approval by the Board of County Commissioners.

BACKGROUND:

Santa Fe County currently has a three year Microsoft Volume License agreement that will be expiring the end of August 2018. The Microsoft Volume Licensing gives large entities greater discounts and Santa Fe County by itself does not qualify as a large entity to access these large entity discounts.

En Pointe Technologies is the current reseller of Microsoft products which uses the Statewide Price Agreement 60-000-15-00020AA. The cost of licensing for the first year is $143,175.94 with a three year term agreement and has a total contract sum of $429,527.82, inclusive of NMGRT.

The products in the agreement include software for PC and Server Operating Systems, Microsoft Exchange 2013, SQL database software, SharePoint Server, Microsoft Office, Project Server, and Visio.

ACTION REQUESTED:

Request Approval to Utilize the Statewide Price Agreement No. 60-000-15-00020AA with En Point Technologies Sales, LLC to Purchase Volume Microsoft Licensing Software for a Three Year Term for a Total Amount of $429,527.82, inclusive of NMGRT, and Authorize the County Manager to Sign the Purchase Order.

Doc #1

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	86055584
Previous Enrollment number *(Reseller to complete)*	5164991

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

SEC CLERK RECORDED 09/14/2018 955

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

RECEIVED 2016 NOV 14 AM 9:15 CLERK OSC

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

SEC CLERK RECORDED 09/14/2016

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

SEC CLERK RECORDED 09/14/2018

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Santa Fe County
Contact name* First Jeff **Last** Espinoza
Contact email address* jespinoza@santafecountynm.gov
Street address* 142 W. Palace Ave.
City* Santa Fe
State/Province* NM
Postal code* 87501-2035-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 000-0000
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Jeff **Last** Espinoza
Contact email address* jespinoza@santafecountynm.gov
Street address* 142 W. Palace Ave.
City* Santa Fe
State/Province* NM
Postal code* 87501-2035-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 000-0000
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Jeff **Last** Espinoza
Contact email address* jespinoza@santafecountynm.gov
Phone* 000-0000
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title*
Date*

Approved as to form
Santa Fe County Attorney
By: _____
Date: 8-7-18

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

Finance Director
8/7/18

SFC CLERK RECORDED 08/14/2018

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Santa Fe County
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	5164991	X	X

SFC CLERK RECORDED 09/14/2016

Doc #1

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0758848.003

Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	580	580	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	580
Client Access License (CAL)	
Core CAL	
Core CAL	580
Windows Desktop	
Windows Enterprise OS Upgrade	580

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	580	580	580	580

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

SEC CLERK RECORDED 09/15/2015

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Doc #4

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	Santa Fe County Renewal_en-US_PSF_0758848_003_Final

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* Santa Fe County	
Signature*	Approved as to form Santa Fe County Attorney By:
Printed First and Last Name*	
Printed Title	
Signature Date*	8/7/18 Date: 8-7-18
Tax ID	

* *indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

SFC CLERK RECORDED 09/14/2018

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

EN POINTE TECHNOLOGIES
A PCM COMPANY

Quote # 25311046
Date 7/27/2018
Expiry Date 8/10/2018

Customer	SANTA FE COUNTY (1027722)			
Quote Title	MicroSoft AS-is Software Assurance	**Shipping Address**	**Billing Address**	**Contact Details**
Weight	4.00 LB	SANTA FE COUNTY 4337 State Road 14, Santa FE, NM, 87508	SANTA FE COUNTY 4337 State Road 14, Santa FE, NM, 87508	Jeff Espinoza jespinoza@santafecountynm.gov Ph: 505-827-8605
Shipping	Best Way-3 to 7 days			
Payment	Net 30			

as-is software assurance renewal quote
Contract # ADSPO16-130653
NM PA # 60-000-15-00020AA

Details	Avl.	Qty.	Unit Price	Ext. Price
Line # 10 MicroSoft **Mfr. SKU** 269-12442.. OfficeProPlus ALNG SA MVL Pltfrm		580	$86.78	**$50,332.40**
Line # 20 MicroSoft **Mfr. SKU** KV3-00353.. WINE3perDVC ALNG SA MVL Pltfrm		580	$38.30	**$22,214.00**
Line # 30 MicroSoft **Mfr. SKU** W06-01072.. CoreCAL ALNG SA MVL Pltfrm UsrCAL		580	$42.78	**$24,812.40**
Line # 40 MicroSoft **Mfr. SKU** D87-01159.. VisioPro ALNG SA MVL		6	$91.14	**$546.84**
Line # 50 MicroSoft **Mfr. SKU** 77D-00111.. VSProSubMSDN ALNG SA MVL		4	$306.27	**$1,225.08**
Line # 60 MicroSoft **Mfr. SKU** 395-02504.. ExchgSvrEnt ALNG SA MVL		2	$660.66	**$1,321.32**
Line # 70 MicroSoft **Mfr. SKU** H22-00475.. PrjctSvr ALNG SA MVL		1	$924.03	**$924.03**
Line # 80 MicroSoft **Mfr. SKU** H21-00591.. PrjctSvrCAL ALNG SA MVL UsrCAL		6	$35.75	**$214.50**
Line # 90 MicroSoft **Mfr. SKU** H04-00268.. SharePointSvr ALNG SA MVL		1	$1,108.86	**$1,108.86**

SFC CLERK RECORDED 09/14/2018

EN POINTE TECHNOLOGIES
A PCM COMPANY

Quote # 25311046
Date 7/27/2018
Expiry Date 8/10/2018

Details	Avl.	Qty.	Unit Price	Ext. Price
Line # 100 MicroSoft **Mfr. SKU** 359-00961.. SQLCAL ALNG SA MVL UsrCAL		40	$34.06	**$1,362.40**
Line # 110 MicroSoft **Mfr. SKU** 7JQ-00343.. SQLSvrEntCore ALNG SA MVL 2Lic CoreLic		10	$2,242.44	**$22,424.40**
Line # 120 MicroSoft **Mfr. SKU** 228-04433.. SQLSvrStd ALNG SA MVL		1	$146.29	**$146.29**
Line # 130 MicroSoft **Mfr. SKU** 9EA-00273.. WinSvrDCCore ALNG SA MVL 16Lic CoreLic		5	$1,004.14	**$5,020.70**
Line # 140 MicroSoft **Mfr. SKU** 9EM-00267.. WinSvrSTDCore ALNG SA MVL 16Lic CoreLic		18	$143.86	**$2,589.48**
Line # 150 MicroSoft **Mfr. SKU** 7NQ-00292.. SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		2	$584.79	**$1,169.58**
Line # 160 Microsoft **Mfr. SKU** D87-01057 VisioPro ALNG LicSAPk MVL		4	$195.90	**$783.60**

Lease this for $4,163.56 per month with $0 down and $1 buy back option! Contact us for credit terms and options. Excludes applicable taxes, based on 36-month term, on approved credit.

Sub Total	**$136,195.88**
Total Tax	**$6,980.06**
Total Amount	**$143,175.94**

Customer Acceptance

A signature submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales. to purchase the above referenced goods and/or services.
Further, Customer agrees to pay all invoices related to this order according to the terms and condition specified by En Pointe Technologies Sales. which are available at www.enpointe.com/invoice-terms

Name
Email
Phone
PO #
Signature
Date

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **0000116128** **En Pointe Technologies Sales, LLC** **940 E. Mariposa Ave.** **El Segundo, CA 90245** **Contact: Michelle Day-Wirth** **Telephone No.: (310) 337-5299**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

NASPO ValuePoint Master Agreement Award Number: **ADSPO16-130653**

Price Agreement Number: **60-000-15-00020AA**

Price Agreement Amendment No.: **One**

Term: **December 1, 2016 – April 7, 2019**

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Title: **Software VAR**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 7, 2018 to April 7, 2019 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/26/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
VL

SEC CLERK RECEIVED 05/14/2019

Contract Amendment

Contract No.: ADSPO16-130653	PAGE 1 OF 1	State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 402 Phoenix, AZ 85007
Amendment No.: One (1)		

CONTRACTOR:
En Pointe Technologies Sales LLC
1940 E. Mariposa Ave,
El Segundo, CA 90245

CONTACT: Sharon Ennis
PHONE: 703.594.8175
EMAIL: sharon.ennis@pcmg.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: 02/26/2018	Signature: [signature] Date: 3/21/2018
Furhan S. Shah - General Counsel Printed/Typed Name and Title	Michael Hladik, State Procurement Group Manager Printed/Typed Name and Title

Request for Proposal
ADSP0 16-00005829
Attachment C – Cost Proposal Narative

Solution for:

Missy Mudry
State of Arizona,
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: 602.542.9125
MISSY.MUDRY@AZDOA.GOV

Presented By:

En Pointe Technologies Sales, LLC
1940 E. Mariposa Ave
El Segundo, CA 90245
Tel: (310) 337-5200
Website: www.enpointe.com

Contact:

Imran Yunus
Director of Government Sales
Office Phone: 310-337-5908 Ext: 5908
Email: iyunus@enpointe.com

Date: December 17, 2015

En Pointe Technologies Sales, LLC

SOS CLERK RECEIVED 12/17/2015

TABLE OF CONTENTS

TABLE OF CONTENTS ..... *ii*
Cost Proposal Narative *1*

COST PROPOSAL NARATIVE

Our cost plus structure offered in Attachment C1 includes the NASPO ValuePoint fee of .25%. Any State administration fees will be added in the participating state addendums offered to individual states.

Service rates offered are not to exceed rates.

SEC CLERK RECORDED 09/14/2016

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

	PUBLISHERS Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers	MARKUP/DOWN The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")
KEY ITEMIZED	ADOBE	0.25%
	CITRIX	0.25%
	MICROSOFT	0.00%
	NOVELL	0.25%
	SYMANTEC	0.25%
	VMWARE	0.50%
OTHER ITEMIZED	AI SQUARED	0.50%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	0.50%
	ALLIANCE ENTERPRISES	0.50%
	APPLE	0.50%
	ATTACHMATE – MICROFOCUS	0.50%
	AUTODESK	0.50%
	AUTONOMY – HP	0.25%
	BAKBONE – DELL	0.25%
	BARRACUDA	0.75%
	BOMGAR REMOTE SOFTWARE	0.50%
	CA TECHNOLOGIES	0.25%
	CISCO	0.25%
	COMPUTRONIX USA	0.50%
	COMPUWARE	0.75%
	COREL	0.50%
	DOUBLETAKE	0.75%
	EMC	0.25%
	ENCHOICE	0.75%
	ESET	0.75%
	ESRI	0.25%
	FREEDOM SCIENTIFIC	0.50%
	GUARDIAN EDGE – SYMANTEC	0.25%
	GW MICRO	0.25%
	IBM	0.25%
	ICM CONVERSIONS	0.75%
	INFOR	0.75%
	INTERMEDIX EMSYSTEMS	0.75%
	HP	0.50%
	HUMANWARE	0.50%
	INFORMATION BUILDERS	0.50%
	KRONOS SOFTWARE	0.50%
	LANDESK	0.50%
	LASERFISCHE	0.50%
	LIQUIDWARE STATUSPHERE	0.50%
	MICROFOCUS INC	0.50%
	MINJET	0.50%
	MPS	0.50%

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MQSOFTWARE – BMC SOFTWARE	0.50%
NCIRCLE	0.25%
NETOP	0.50%
NUANCE	0.50%
ORACLE	0.75%
OSAM	0.50%
PASSPORT	0.50%
PATCHLINK	0.50%
PROOFPOINT	0.75%
RSA SECURITY	0.75%
REFERENCIA SYSTEMS	0.50%
SAP AMERICA	0.75%
SAS	0.50%
SOLUTIONS SOFTWARE	0.75%
SOPHOS	0.75%
SPLUNK SOFTWARE	0.75%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	0.75%
STELLENT – ORACLE	0.75%
SUNGUARD	0.75%
SYBASE	0.75%
TECHSMITH	0.75%
TREND MICRO	0.75%
TRUSTWARE	0.75%
ULTRABAC	0.75%
VORMETRIC	0.75%
WEBSENSE	0.75%
any other non-listed publisher	1.25%

SEC CLERK RECORDED 09/14/2015

Enterprise Agreement

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

State and Local

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

SEC CLERK RECORDED 09/14/2016

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

SEC CLERK RECORDED 09/14/2016

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

SEC CLERK RECORD 09/14/2018

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

SEC CLERK RECORDED 09/14/2018

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

SEC CLERK RECORDED 09/14/2016

Volume Licensing

Online Services Terms
August 1, 2018

SEC CLERK RECORDED 09/14/2018

Microsoft

Table of Contents

INTRODUCTION 3

Service Level Agreements 3
Applicable Online Services Terms and Updates 3
Electronic Notices 3
Prior Versions 3
CLARIFICATIONS AND SUMMARY OF CHANGES 3

DEFINITIONS 4

GENERAL TERMS 5

Licensing the Online Services 5
Using the Online Services 5
Use of Software with the Online Service 6
Technical Limitations 6
Import/Export Services 6
Font Components 6
Changes to and Availability of the Online Services 6
Compliance with Laws 6
Other 6

DATA PROTECTION TERMS 7

Scope 7
Processing of Customer Data; Ownership 7
Disclosure of Customer Data 7
Processing of Personal Data; GDPR 7
Data Security 8
Security Incident Notification 9
Data Transfers and Location 10
Data Retention and Deletion 10
Processor Confidentiality Commitment 11
Notice and Controls on use of Subprocessors 11
Educational Institutions 11
HIPAA Business Associate 11
How to Contact Microsoft 11

APPENDIX A – CORE ONLINE SERVICES 13

APPENDIX B – SECURITY MEASURES 13

ONLINE SERVICE SPECIFIC TERMS 16

MICROSOFT AZURE SERVICES 16
AZURE MAPS 17
MICROSOFT AZURE STACK 17
BING SEARCH SERVICES 18
MICROSOFT COGNITIVE SERVICES 18
MICROSOFT GENOMICS 19
VISUAL STUDIO APP CENTER 19
MICROSOFT AZURE PLANS 19
AZURE ACTIVE DIRECTORY BASIC 20
AZURE ACTIVE DIRECTORY PREMIUM 20
AZURE INFORMATION PROTECTION PREMIUM 20
MICROSOFT DYNAMICS 365 SERVICES 20
OFFICE 365 SERVICES 22
EXCHANGE ONLINE 22
OFFICE 365 APPLICATIONS 24
MICROSOFT MYANALYTICS 24
OFFICE ONLINE 25
ONEDRIVE FOR BUSINESS 25
PROJECT ONLINE 25
SHAREPOINT ONLINE 25
SKYPE FOR BUSINESS ONLINE 26
OTHER ONLINE SERVICES 27
BING MAPS ENTERPRISE PLATFORM AND MOBILE ASSET MANAGEMENT PLATFORM 27
BUSINESS APPLICATION PLATFORM 27
MICROSOFT CLOUD APP SECURITY 28
MICROSOFT INTUNE 28
MICROSOFT LEARNING 29
MINECRAFT: EDUCATION EDITION 29
OFFICE 365 DEVELOPER 29
WINDOWS DESKTOP OPERATING SYSTEM 29

ATTACHMENT 1 – NOTICES 30

BING MAPS 30
PROFESSIONAL SERVICES 30
NOTICE ABOUT AZURE MEDIA SERVICES H.265/HEVC ENCODING 32
NOTICE ABOUT ADOBE FLASH PLAYER 32
NOTICE ABOUT H.264/AVC VISUAL STANDARD, VC-1 VIDEO STANDARD, MPEG-4 PART 2 VISUAL STANDARD AND MPEG-2 VIDEO STANDARD 32

ATTACHMENT 2 – SUBSCRIPTION LICENSE SUITES 34

PUBLIC SECTOR 35

ATTACHMENT 3 – THE STANDARD CONTRACTUAL CLAUSES (PROCESSORS) 36

ATTACHMENT 4 – EUROPEAN UNION GENERAL DATA PROTECTION REGULATION TERMS 42

Introduction

The parties agree that these Online Services Terms govern Customer's use of the Online Services and set forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these Online Services Terms govern the provision of Professional Services and the processing and security of Support Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below).

Service Level Agreements
Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to http://microsoft.com/licensing/contracts.

Applicable Online Services Terms and Updates
When Customer renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the Online Services Terms that apply to Customer's use of those new features, supplements or related software.

Electronic Notices
Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

Prior Versions
The Online Services Terms provides terms for Online Services that are currently available. For earlier versions of the Online Services Terms, Customer may refer to http://go.microsoft.com/?linkid=9840733 or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Online Service Specific Terms
Exchange Online: Added terms providing users licensed with Exchange Online User SL rights to use the Microsoft Outlook Mobile app on up to five smartphones and five tablets.

Project Online: Added language clarifying the intent that rights to the SharePoint Online functionality provided with a Project Online Professional or Premium User SL are limited to storing and accessing data in support of Project Online.

SEC CLERK RECORD 09/14/2018

Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Core Online Services" means those Online Services listed in Appendix A to the Data Protection Terms.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Support Data.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"GDPR Terms" means the terms in Attachment 4, under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the General Data Protection Regulation.

"Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"Licensed Device" means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at http://go.microsoft.com/?linkid=9839207.

"Operating System Environment" (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"OST" means these Online Services Terms.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Previews" means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

"Professional Services" means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

"SL" means subscription license.

"Standard Contractual Clauses" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR. The Standard Contractual Clauses are in Attachment 3.

"Subprocessor" means other processors used by Microsoft to process data.

"Support Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement.

The terms "data subject", "processing", "processor", and "supervisory authority" as used herein have the meanings given in the GDPR and the terms "data importer" and "data exporter" have the meanings given in the Standard Contractual Clauses.

General Terms

Licensing the Online Services
Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. Attachment 2 describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

License Reassignment
Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Multiplexing
Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Using the Online Services
Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights.

Acceptable Use Policy
Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Use of Software with the Online Service
Customer may need to install certain Microsoft software to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms
Customer may install and use the software only for use with the Online Service. The Online Service-specific Terms may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software
Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST for Customer Data.

SEC CLERK RECEIVED 09/14/2018

Third-party Software Components
The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Technical Limitations
Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Import/Export Services
Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Font Components
While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Changes to and Availability of the Online Services
Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to https://go.microsoft.com/fwlink/?linkid=870295.

Compliance with Laws
Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is responsible for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Online Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Other

Non-Microsoft Products
Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Competitive Benchmarking
If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Data Protection Terms

This section of the Online Services Terms includes the following subsections:

- Scope
- Processing of Customer Data; Ownership
- Disclosure of Customer Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on Use of Subprocessors
- Educational Institutions
- HIPAA Business Associate
- How to Contact Microsoft
- Appendix A – Core Online Services
- Appendix B – Security Measures

Scope
The terms in this section ("Data Protection Terms") apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, Bing Search Services, LinkedIn Sales Navigator, Microsoft Azure Stack, Microsoft Genomics, and Visual Studio App Center, which are governed by the privacy and security terms in the applicable Online Service-specific Terms.

Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise noted, Previews are not included in the SLA for the corresponding Online Service, and Customer should not use Previews to process Personal Data or other data that is subject to legal or regulatory compliance requirements. The following terms in this section ("Data Protection Terms") do not apply to Previews: Processing of Personal Data; GDPR, Data Security, and HIPAA Business Associate.

Attachment 1 includes the terms that apply to Professional Services, including privacy and security of Support Data and Personal Data in connection with the provision of those services. Therefore, unless expressly made applicable in Attachment 1, the terms in this section ("Data Protection Terms") do not apply to the provision of Professional Services.

Processing of Customer Data; Ownership
Customer Data will be used or otherwise processed only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use or otherwise process Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data
Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Processing of Personal Data; GDPR
Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Pseudonymized identifiers may also be generated through Customer's use of the Online Services and are also Personal Data. To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in Attachment 4 govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data; GDPR"):

SEC CLERK RECORDED 09/14/2018

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor or (b) stated otherwise in the Online Service-specific terms. Microsoft will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including the OST) along with Customer's use and configuration of features in the Online Services are Customer's complete and final documented instructions to Microsoft for the processing of Personal Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

Processing Details

The parties acknowledge and agree that:

- The subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- The duration of the processing shall be for the duration of the Customer's right to use the Online Service and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of the OST;
- The nature and purpose of the processing shall be to provide the Online Service pursuant to Customer's volume licensing agreement;
- The types of Personal Data processed by the Online Service include those expressly identified in Article 4 of the GDPR; and
- The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers.

Data Subject Rights; Assistance with Requests

Microsoft will make available to Customer in a manner consistent with the functionality of the Online Service and Microsoft's role as a processor Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request. If Microsoft receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with an Online Service for which Microsoft is a data processor or subprocessor, Microsoft will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Online Service. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

Records of Processing Activities

Microsoft shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

Data Security

Security Practices and Policies

Microsoft will implement and maintain appropriate technical and organizational measures to protect Customer Data and Personal Data. Those measures shall be set forth in a Microsoft Security Policy. Microsoft will make that policy available to Customer, along with descriptions of the security controls in place for the Online Service and other information reasonably requested by Customer regarding Microsoft security practices and policies.

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. Each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix B for the protection of Customer Data.

Office 365 Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes*	Yes*
Microsoft Azure Core Services	Varies**	Varies**
Microsoft Cloud App Security	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Business Application Platform Core Services	Yes	Yes
Windows Defender Advanced Threat Protection Services	No	No

**Does not include Microsoft Dynamics 365 for Marketing, Microsoft Dynamics 365 for Sales Professional, Microsoft Social Engagement, Microsoft Dynamics 365 for Talent, Microsoft Dynamics 365 for Talent: Attract, and Microsoft Dynamics 365 for Talent: Onboard.*

***Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.*

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or the standards or frameworks in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any).

Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for an Online Service meets Customer's requirements, including any of its security obligations under the GDPR or other applicable data protection laws and regulations. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

Auditing Compliance

Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data and Personal Data, as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which Microsoft will make available at https://servicetrust.microsoft.com/ or another location identified by Microsoft. The Microsoft Audit Report will be Microsoft's Confidential Information and will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If Customer has entered into the Standard Contractual Clauses with Microsoft or if the GDPR Terms apply, then Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the OST. If Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses and GDPR Terms, which change shall be requested in writing.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Nothing in this section of the OST varies or modifies the Standard Contractual Clauses or the GDPR Terms or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses or GDPR. Microsoft Corporation is an intended third-party beneficiary of this section.

Security Incident Notification

If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by Microsoft (each a "Security Incident"), Microsoft will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

SEC CLERK RECORDED 10/14/2019

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Data Transfers and Location

Data Transfers

Except as described elsewhere in the OST, Customer Data and Personal Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Subprocessors operate. Customer appoints Microsoft to perform any such transfer of Customer Data and Personal Data to any such country and to store and process Customer Data and Personal Data to provide the Online Services.

All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland by the Core Online Services shall be governed by the Standard Contractual Clauses in Attachment 3, unless the Customer has opted out of those clauses.

Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail. Microsoft agrees to notify Customer in the event that it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Location of Customer Data at Rest

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada (except for Microsoft Stream), the European Union, France, India, Japan, South Korea, the United Kingdom, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, (3) files uploaded to OneDrive for Business, and (4) project content uploaded to Project Online.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Business Application Platform Core Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, India, Japan, the European Union, United Kingdom (Power BI only), or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Business Application Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Cloud App Security**. If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center (which Microsoft may update from time to time).
- **Windows Defender Advanced Threat Protection Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of the Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Trust Center.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Data Retention and Deletion

At all times during the term of Customer's subscription, Customer will have the ability to access, extract and delete Customer Data stored in each Online Service.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data within an additional 90 days, unless Microsoft is permitted or required by applicable law to retain such data or authorized in this agreement.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data or Personal Data as described in this section.

Processor Confidentiality Commitment
Microsoft will ensure that its personnel engaged in the processing of Customer Data and Personal Data (i) will process such data only on instructions from Customer, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends.

Notice and Controls on use of Subprocessors
Microsoft may hire third parties to provide certain limited or ancillary services on its behalf. Customer consents to the engagement of these third parties and Microsoft Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Microsoft of the processing of Customer Data and Personal Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.

Microsoft is responsible for its Subprocessor's compliance with Microsoft's obligations in the OST. Microsoft makes available information about Subprocessors on a Microsoft website. When engaging any Subprocessor, Microsoft will ensure via a written contract that the Subprocessor may access and use Customer Data or Personal Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Customer Data or Personal Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by the OST.

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice (by updating the website and provide Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 14-days in advance of providing that Subprocessor with access to Customer Data or Personal Data. However, with respect to Core Online Services, Microsoft will give Customer notice (by updating the website and provide Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 6-months in advance of providing that Subprocessor with access to Customer Data.

If Customer does not approve of a new Subprocessor, then Customer may terminate any subscription for the affected Online Service without penalty by providing, before the end of the relevant notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for any subscriptions for the terminated Online Service from subsequent invoices to Customer or its reseller.

Educational Institutions
If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

HIPAA Business Associate
If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Online Services to which it applies and is available at http://aka.ms/BAA. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

How to Contact Microsoft
If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at http://go.microsoft.com/?linkid=9846224. Microsoft's mailing address is:

SEC CLERK RECORDED 08/14/2019

Microsoft Enterprise Service Privacy
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.
Attn: Data Protection
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
D18 P521

Appendix A – Core Online Services

The term "Core Online Services" applies only to the services in the table below, excluding any Previews.

Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Microsoft Dynamics 365 for Customer Service, Microsoft Dynamics 365 for Field Service, Microsoft Dynamics 365 Business Central, Microsoft Dynamics 365 for Finance and Operations, Enterprise edition, Microsoft Dynamics 365 for Marketing, Microsoft Dynamics 365 for Project Service Automation, Microsoft Dynamics 365 for Retail, Microsoft Dynamics 365 for Talent, Microsoft Dynamics 365 for Talent: Attract, Microsoft Dynamics 365 for Talent: Onboard, Microsoft Dynamics 365 for Sales, Microsoft Dynamics 365 for Sales Professional, and Microsoft Social Engagement. Microsoft Dynamics 365 Core Services do not include (1) Microsoft Dynamics 365 Services for supported devices or software, which includes but is not limited to Microsoft Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Microsoft Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Compliance Manager, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Teams, Microsoft To-Do, Office 365 Advanced Threat Protection, Office 365 Video, Office Online, OneDrive for Business, Outlook Customer Manager, Project Online, SharePoint Online, Skype for Business Online, Sway, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft Azure Core Services	API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory, Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Resource Manager, Backup, Batch, BizTalk Services, Cloud Services, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, Redis Cache, Scheduler, Security Center, Service Bus, Service Fabric, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, Visual Studio Team Services, and VPN Gateway
Microsoft Cloud App Security	The cloud service portion of Microsoft Cloud App Security.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Business Application Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft PowerApps, Microsoft Flow, and Microsoft Stream. Microsoft Business Application Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Flow mobile applications, Power BI Desktop, or PowerApps Studio.
Windows Defender Advanced Threat Protection Services	The following cloud service portions of Windows Defender Advanced Threat Protection: Endpoint Detection & Response, Automatic Investigation & Remediation, Secure Score.

Appendix B – Security Measures

Microsoft has implemented and will maintain for Customer Data in the Core Online Services the following security measures, which, in conjunction with the security commitments in the OST (including the GDPR Terms), are Microsoft's only responsibility with respect to the security of that data.

Organization of Information Security	**Security Ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. **Security Roles and Responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations. **Risk Management Program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service.

SEC CLERK RECEIVED 09/14/2018

	Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access. **Asset Handling** - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	**Security Training.** Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals. **Physical Access to Components.** Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain. **Protection from Disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. **Component Disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.
Communications and Operations Management	**Operational Policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data. **Data Recovery Procedures** - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Azure Government Services, which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. **Malicious Software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities. **Event Logging.** Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy.** Microsoft maintains a record of security privileges of individuals having access to Customer Data. **Access Authorization** - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. **Least Privilege** - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function. **Integrity and Confidentiality** - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed

	regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design.** Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.
Information Security Incident Management	**Incident Response Process** - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without undue delay and, in any event, within 72 hours. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

SEC CLERK RECORDED 09/14/2018

Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices
The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in Attachment 1 apply.

Service Level Agreement
Refer to http://azure.microsoft.com/support/legal/sla/.

Definitions
"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at http://azure.microsoft.com/en-us/regions/#services.

"Bing Search Services" means the Bing Custom Search, Entity Search, Image Search, Image Intelligence, News Search, Video Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at https://aka.ms/r1i7iq.

"Bing Search Services Data" means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Microsoft Azure Services" means the Microsoft services and features identified at http://azure.microsoft.com/services/, except those licensed separately. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

"Microsoft Translator" means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

Limitations
Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features
Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination
The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception
Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure
For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability
Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to http://azure.microsoft.com/en-us/regions.

Sharing
The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace
Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at http://azure.microsoft.com/en-us/support/legal/store-terms.

Azure Maps

Navigation restrictions
You may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions
You may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with your data and/or data supplied or created by any third party.

You will not use the data delivered by the Azure Maps in combination with any other third-party database, except that you may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results
You may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users.

Caching Results on a device or client browser is permitted where the purpose of such caching is to reduce latency times of the service used by you on such device or client browser. Results may not be stored for longer than: (i) than the validity period indicated in returned headers; or (ii) 30 days, whichever is the shortest.

You may not display any Results on any third-party content or geographical map database.

Map Data
Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/).

No warranty for accuracy
Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright
You may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

Table of Contents / General Terms

Microsoft Azure Stack

Microsoft Azure Stack is a Microsoft Azure Service.

Microsoft Azure Stack Privacy
The Enterprise and Developer Privacy Statement located at https://www.microsoft.com/en-us/privacystatement/EnterpriseDev applies to Customer's use of Microsoft Azure Stack. If a Microsoft Cloud Agreement Customer uses Microsoft Azure Stack software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

SEC CLERK RECORDED 09/14/2018

Use of Microsoft Azure Stack
Customer may use Microsoft Azure Stack only on the hardware on which it is preinstalled. Microsoft Azure Stack includes Windows Server, Windows Software Components and SQL Server Technology, each of which are subject to the Included Technologies section of the Product Terms and may not be used outside of Microsoft Azure Stack.

Use of the Default Provider Subscription
The subscription created for the system administrator during the Azure Stack deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack infrastructure (e.g. it may not be used to run any application workloads).

Table of Contents / General Terms

Bing Search Services

Bing Search Services Use and Display Requirements
Customer must comply with use and display requirements for the Bing Search Services which are available at https://aka.ms/r1j7iq. Customer must use results it obtains through the Bing Search Services only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Bing Search Services are not Products, Fixes, or Services Deliverables.

Bing Search Services Privacy
The Microsoft Privacy Statement located at https://go.microsoft.com/fwlink/?LinkId=521839 applies to Customer's use of Bing Search Services, except that this Bing Search Services section of the Online Services Terms controls to the extent it conflicts with the Microsoft Privacy Statement.

Use of Bing Search Services Data
Customer is solely responsible for the content of all Bing Search Services Data.

Microsoft may process Bing Search Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Bing Search Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Bing Search Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

This Use of Bing Search Services Data section of the Online Services Terms will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all right, title and interest in and to Bing Search Services Data. Microsoft acquires no rights in Bing Search Services Data, other than the rights Customer grants to Microsoft in this Use of Bing Search Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Application of Data Protection Terms to Bing Search Services
Only the following sections of the Data Protection Terms apply to the Bing Search Services: Data Transfers, Use of Subcontractors, and How to Contact Microsoft. These sections do not apply to Previews of the listed services.

GDPR Terms do not apply to Bing Search Services:
The GDPR Terms do not apply to the Bing Search Services.

Precedence:
This Bing Search Services section controls to the extent there is any conflict with other parts of the OST.

Table of Contents / General Terms

Microsoft Cognitive Services

Microsoft Translator and Bing Search Services Limit on Customer use of service output
Customer may not use any data from the Bing Search Services or Microsoft Translator for the purpose of developing or offering any comparable machine-learning based service.

Microsoft Translator Attribution
When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Inactive Cognitive Services Configurations and Custom Models
For the purposes of data retention and deletion, a Cognitive Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

Table of Contents / General Terms

Microsoft Genomics

Microsoft Genomics Privacy
The Microsoft Privacy Statement located at https://go.microsoft.com/fwlink/?LinkId=521839 applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms
Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA").

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use
Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

Table of Contents / General Terms

Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms
The privacy statement located at https://aka.ms/actestprivacypolicy applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

Use for Development and Testing
Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer
Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access
If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories. Microsoft will only use such data to provide Customer the Visual Studio App Center service, including purposes compatible with providing the service.

Table of Contents / General Terms

Microsoft Azure Plans

Notices
The Bing Maps Notices in Attachment 1 apply.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Advanced Threat Protection for Users, Azure Information Protection, and Microsoft Intune.

SEC CLERK RECORDED 09/14/2018

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

Table of Contents / General Terms

Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

Table of Contents / General Terms

Azure Information Protection Premium

Notices
The Bing Maps Notices in Attachment 1 applies. Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Table of Contents / General Terms

Microsoft Dynamics 365 Services

Dynamics 365 Plan
Dynamics 365 Unified Operations Plan
Dynamics 365 Customer Engagement Plan
Dynamics 365 for Case Management
Dynamics 365 for Customer Service
Dynamics 365 for Field Services
Dynamics 365 Business Central Essentials
Dynamics 365 Business Central Premium
Dynamics 365 Business Central Team Member
Dynamics 365 for Marketing
Dynamics 365 for Operations Activity
Dynamics 365 for Operations Device
Dynamics 365 for Project Service Automation
Dynamics 365 for Retail
Dynamics 365 for Sales
Dynamics 365 for Sales Professional
Dynamics 365 for Talent
Dynamics 365 for Talent: Attract
Dynamics 365 for Talent: Onboard
Dynamics 365 for Team Members
Microsoft Relationship Sales solution

Notices
The Bing Maps and Professional Services Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer as subjection to the Professional Services Notice in Attachment 1.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other offerings that fulfill SL requirements.

External Users
External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in the Dynamics 365 Unified Operations Plan, Dynamics 365 for Retail, Dynamics 365 for Talent, Dynamics 365 for Talent: Attract, or Dynamics 365 for Talent: Onboard.

Administration Portal
Customers with Dynamics 365 Unified Operations Plan, Dynamics 365 for Retail, or Dynamics 365 for Talent SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services
Customers may mix (i) Dynamics 365 for Sales Professional and Dynamics 365 for Sales Enterprise or (ii) Dynamics 365 Business Central and Dynamics 365 for Unified Operations Plan licenses if,

- Each Online Service is deployed under a separate instance,
- All users accessing the instance are licensed with the single choice of Online Service, and
- No users have direct or indirect access to instances deployed with the other Online Service

Dynamics 365 for Marketing

Service Level Agreement

There is no SLA for Dynamics 365 for Marketing.

Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

Dynamics 365 Unified Operations Plan

Customer may modify for its internal use the application source code for Dynamics 365 Finance and Operations and Dynamics 365 for Retail.

Dynamics 365 for Talent, Dynamics 365 for Talent: Attract, and Dynamics 365 Talent: Onboard

Users accessing the Online Service who are (1) candidates in the attract module or (2) new hires in the onboard module do not need a SL.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 for Sales Professional, Dynamics 365 for Marketing, Dynamics 365 Business Central, Dynamics 365 for Talent: Attract, Dynamics 365 for Talent: Onboard, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

Dynamics 365 for Operations On-premises Server

Customer's with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Unified Operations Plan (or any separately licensed component of the Plan) may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

Dynamics 365 On-premises Server

Customer with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Customer Engagement Plan (or any separately licensed component of the Plan) may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

Microsoft Relationship Sales solution

Microsoft Relationship Sales solution includes Dynamics 365 for Sales Enterprise and LinkedIn Sales Navigator Enterprise. LinkedIn Sales Navigator Enterprise is for the sole use of the Microsoft Relationship Sales solution Licensed User for the duration of the subscription.

LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at https://www.linkedin.com/legal/preview/user-agreement. Despite anything to the contrary in Customer's volume licensing agreement (including these Online Services Terms), the LinkedIn Privacy Policy available at https://www.linkedin.com/legal/privacy-policy will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data importer) and Customer (as data exporter) will comply with the applicable standard contractual clauses located at: https://business.linkedin.com/c/15/10/eu-scc.

Service Level Agreement

There is no SLA for LinkedIn Sales Navigator Enterprise.

Microsoft Social Engagement

Service Level Agreement

There is no SLA for Microsoft Social Engagement.

SEC CLERK RECORDED 09/14/2018

Social Content Obtained through Microsoft Social Engagement
Social Content is content provided by social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of retrieving Social Content. Customer may use Social Content for its internal business purposes only. Customer may not use Social Content to conduct surveillance. Public sector Customers may have limited access to Social Content. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content for any purpose;
- instruct Customer to edit or delete Social Content; limit Customer's ability to export or transfer Social Content; and delete or restrict further access to Social Content after the Online Service has been terminated or expires.

Table of Contents / General Terms

Office 365 Services

Notices
The Bing Maps Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Core Features for Office 365 Services
During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal
Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Service Encryption with Customer Key
Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Office 365 Services.

Microsoft Teams
Notice: The H.264/MPEG-4 AVC Notice in Attachment 1 applies to all Office 365 Services that include Microsoft Teams.

Yammer
For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Table of Contents / General Terms

Exchange Online

Office 365 Advanced Threat Protection
Office 365 Threat Intelligence
Data Loss Prevention
Exchange Online Archiving for Exchange Online
Exchange Online Archiving for Exchange Server
Exchange Online F1
Exchange Online (Plan 1 and Plan 2)

Core Features for Office 365 Services – Exchange Online
Exchange Online or its successor service will have the following Core Features capabilities:

Emails
An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access
Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery
Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search
Customer will be able to search for content across multiple mailboxes within its organization.

Calendar
An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts
Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving
Exchange Online Archiving or its successor service will have the following Core Features capabilities:

Storage
Customer will be able to allow an end user to store email messages.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery
Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search
Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold
Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving
Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server
Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Smartphone and Tablet Devices
Each user to whom Customer assigns an Exchange Online User SL may also activate Microsoft Outlook Mobile software to use on up to five smartphones and five tablets.

Exchange Online Plan 2 from Exchange Hosted Archive Migration
Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive

SEC CLERK RECORDED 09/14/2018

service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at http://go.microsoft.com/?linkid=9839206.

Data Loss Prevention Device License
If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement
There is no SLA for Office 365 Advanced Threat Protection or Office 365 Threat Intelligence.

Table of Contents / General Terms

Office 365 Applications

Office 365 Business
Office 365 ProPlus
Visio Online (Plan 1 and Plan 2)

Service Level Agreement
There is no SLA for Visio Online.

Installation and Use Rights
Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, and use shared computer activation, on a shared device, a network server, or on shared servers on Microsoft Azure or with a Qualified Multitenant Hosting Partner. A list of Qualified Multitenant Hosting Partners and additional deployment requirements are available at www.office.com/sca. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers licensed for Office 365 Business; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.
- may use Internet-connected Online Services provided as part of ProPlus. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than this OST and with respect to which Microsoft is a data controller, as identified in product documentation.

Smartphone and Tablet Devices
Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets. For users of F1, E1, and Business Essentials versions of Office 365 or Microsoft 365 this right to activate Microsoft Office Mobile software is limited to devices with integrated screens 10.1" diagonally or less.

The following terms apply only to Office 365 ProPlus

Office Home & Student 2013 RT Commercial Use
Each User SL for Office 365 ProPlus modifies the user's right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Online Server
For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites
In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer Attachment 2).

Table of Contents / General Terms

Microsoft MyAnalytics

Service Level Agreement
There is no SLA for Microsoft MyAnalytics.

Table of Contents / General Terms

Office Online

Core Features for Office 365 Services
Office Online or its successor service will have the following Core Features capabilities:
An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

Table of Contents / General Terms

OneDrive for Business

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

Table of Contents / General Terms

Project Online

Project Online Essentials
Project Online Professional
Project Online Premium

Installation and Use Rights for Project application
Each user to whom Customer assigns a Project Online Professional or Project Online Premium User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

Use of SharePoint Online
Rights to the SharePoint Online functionality provided with a Project Online Professional or Premium User SL are limited to storing and accessing data in support of Project Online.

Table of Contents / General Terms

SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP
SharePoint Online K1
SharePoint Online (Plan 1 and Plan 2)

Core Features for Office 365 Services
SharePoint Online or its successor service will have the following Core Features capabilities:

Collaboration Sites
An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage
Customer will be able to set storage capacity limits for a site created by an end user.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

SEC CLERK RECEIVED 09/14/2018

Storage Add-on SLs
Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

Table of Contents / General Terms

Skype for Business Online

Skype for Business Online (Plan 1 and Plan 2)
Audio Conferencing
Calling Plan
Common Area Phone
Communication Credits
Phone System

Notices
The H.264/MPEG-4 AVC and/or VC-1 Notices in Attachment 1 apply.

Core Features for Office 365 Services
Skype for Business Online Plan 1 and Plan 2 or their successor services will have the following Core Features capabilities:

Instant Messaging
An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence
An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings
An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

External Users and users not authenticated by Skype for Business Online
User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

Common Area Phones
A Common Area Phone is a device that makes and receives only voice calls and is shared by multiple users who do not log into the device with their Office 365 credentials. Microsoft's Common Area Phone offering is a Device SL. Each Common Area Phone Licensed Device may be accessed and used by any number of users.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)
Calling and Conferencing services enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. Calling and Conferencing services are provided by the Microsoft Affiliate authorized to provide them. Pricing for Calling and Conferencing services may include applicable taxes and fees. The terms of use for Calling and Conferencing services may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed on the Volume Licensing site (http://go.microsoft.com/fwlink/?LinkId=690247).

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Important Information About Emergency Services
Customer must notify each user of a Calling Plan that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Office 365 may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through a Calling Plan service; and (iii) although Calling Plan services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

Table of Contents / General Terms

Other Online Services

Bing Maps Enterprise Platform and Mobile Asset Management Platform

Service SLs
A Service SL is required to access the services via the Bing Maps Enterprise Platform or Mobile Asset Management Platform. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- For the Bing Maps Enterprise Platform Service SL, either:
  - Bing Maps Public Website Usage Add-on SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
  - Bing Maps Internal Website Usage Add-on SL, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
  - Bing Maps Known User Add-on SL, or
  - Bing Maps Light Known User Add-on SL.
- For the Mobile Asset Management Platform Service SL; for each Asset either:
  - Mobile Asset Management for North America Add-on SL (routing or without routing)
  - Mobile Asset Management for Europe Add-on SL routing or without routing), or
  - Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Qualifying Mobile Asset Management Platform Service SL Add-on SLs
For the Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users
Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Mobile Asset Management Platform must have a SL.

Bing Maps APIs
Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks/.

Bing Maps Privacy
The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: https://go.microsoft.com/fwlink/?LinkId=521839 apply to Customer's use of the Bing Maps Services.

Table of Contents / General Terms

Business Application Platform

Microsoft Flow
Microsoft PowerApps
Microsoft Power BI Pro
Microsoft Power BI Premium
Microsoft Stream

Notices
The Bing Maps, H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices in Attachment 1 apply.

Microsoft Power BI

Definitions
"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.
"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities
Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the

SEC CLERK RECORDED 09/14/2018

Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Limitations
Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL
A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

Publish to Web
Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Microsoft PowerApps

Restricted Entities
Customer may not create, modify, or delete any data from entities of the type designated as "restricted" in product documentation at https://go.microsoft.com/fwlink/?linkid=868812. Customer has read-only access to such restricted entities.

Table of Contents / General Terms

Microsoft Cloud App Security

Notices
The Bing Maps and Professional Services notices in Attachment 1 apply.

Table of Contents / General Terms

Microsoft Intune

Microsoft Intune (per user, per device)
Microsoft Intune for EDU (per user, per device)
Microsoft Intune Add-on for System Center Configuration
Microsoft Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user, per device) ("Microsoft Intune Add-On")

Notices
Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Manage Devices and Applications
Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Each device to which customer assigns an SL may access and use the Online Services and related software (including System Center software) for use by any number of users. Management of a device accessed by more than one user requires a Device SL or a User SL for each user.

Storage Add-on SL
A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software
The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at http://go.microsoft.com/?linkid=9839206.

SQL Server Technology and Benchmarking
The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the

software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

Table of Contents / General Terms

Microsoft Learning

Microsoft Learning E-Reference Library
Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning Imagine Academy Service SL
A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

Microsoft Learning Imagine Academy Program Guidelines
The Imagine Academy program guidelines, located at http://www.microsoft.com/itacademy, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party
Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

Table of Contents / General Terms

Minecraft: Education Edition

Notices
The Bing Maps Notices in Attachment 1 apply.

Table of Contents / General Terms

Office 365 Developer

No Production Use of Office 365 Developer
Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users
Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

Table of Contents / General Terms

Windows Desktop Operating System

Data Retention
The Windows Defender Advanced Threat Protection and Windows Analytics portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

Table of Contents / General Terms

DocuSign Envelope ID: 9B1A4A2E-1E5E-4E5E-8E5E-1E5E5E5E5E5E

Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Table of Contents / General Terms

Professional Services

Professional Services are provided subject to the "Professional Services Terms" below. If, however, Professional Services are included in a separate agreement, then the terms of that separate agreement will apply.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associated Agreement signed by the parties, do not apply unless expressly made applicable by the Professional Services Terms below.

Support Data

Processing of Support Data

Support Data will be used and otherwise processed only to provide Customer with technical support, including purposes compatible with providing technical support. Microsoft will not use or otherwise process Support Data or derive information from it for advertising or similar commercial purposes without Customer's permission. As between the parties, Customer retains all right, title and interest in and to Support Data. Microsoft acquires no rights in Support Data, other than the rights Customer grants to Microsoft to provide support to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Processing of Personal Data included in Support Data; GDPR

Personal Data provided to Microsoft by, or on behalf of, Customer in connection with the provision of technical support is also Support Data. To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in Attachment 4 govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data included in Support Data; GDPR"):

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data included in Support Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. However, Microsoft and Customer agree that Microsoft is the data controller for business contact information or other Personal Data that may be collected at the same time as Support Data but is needed to maintain the business relationship with the Customer. Microsoft will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including the OST) along with Customer's use of Professional Services are Customer's complete and final documented instructions to Microsoft for the processing of Personal Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

Processing of Personal Data included in Support Data

The parties acknowledge and agree that:

- The subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- The duration of the processing shall be for the duration of the Customer's right to receive technical support and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of the OST;
- The nature and purpose of the processing shall be to provide technical support pursuant to Customer's volume licensing agreement;
- The types of Personal Data processed in connection with the provision of technical support include those expressly identified in Article 4 of the GDPR; and
- The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers.

For data subject requests and records of processing activities related to Support Data, and Personal Data included therein, Microsoft will abide by the applicable obligations set forth in the "Data Subject Rights; Assistance with Requests" and "Records of Processing Activities" provisions in the Data Protection Terms section of the OST.

Security of Support Data

Microsoft will implement and maintain technical and organizational measures to protect Support Data. Those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Support Data while processed by Microsoft, Microsoft will abide by the obligations set forth in the "Security Incident Notification" provision in the Data Protection Terms section of the OST.

Data Location and Transfer

Support Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Affiliates or Subprocessors operate. Customer appoints Microsoft to perform any such transfer of Support Data to any such country and to store and process that data to provide technical support. Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail. Microsoft agrees to notify Customer in the event that it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Other Support Data Commitments

Disclosure

The disclosure of Support Data by Microsoft to third parties is governed by the same restrictions and procedures that govern Customer Data set forth in the "Disclosure of Customer Data" provision in the Data Protection Terms section of the OST.

Deletion or Return

Microsoft will delete or return all copies of Support Data, and Personal Data included therein, after the business purposes for which the Support Data was collected or transferred have been fulfilled or earlier upon Customer's request.

Use of Subprocessors

Microsoft's use of Subprocessors in connection with the provision of technical support for Online Services is governed by the same restrictions and procedures that govern its use of Subprocessors in connection with the Online Services set forth in the "Use of Subprocessors" provision in the Data Protections Terms section of the OST.

Educational Institutions

Microsoft's acknowledgements and agreements and Customer's responsibilities to obtain parental consent and convey notification set out in the "Educational Institutions" provision in the Data Protection Terms section of the OST also apply with respect to Support Data.

Other Professional Services Terms

Processing of Personal Data

To the extent Microsoft is a processor or subprocessor of Personal Data, not included within Support Data, in connection with the provision of Professional Services, Microsoft makes the commitments in the GDPR Terms in Attachment 4 to all customers effective May 25, 2018.

Obligations of the Parties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

SEC CLERK RECORDED 09/14/2018

Fixes
"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work
"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables
"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

Non-Microsoft Technology
Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables.

Affiliates' Rights
Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers
If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Table of Contents / General Terms

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Table of Contents / General Terms

Notice about Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at http://go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Table of Contents / General Terms

Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

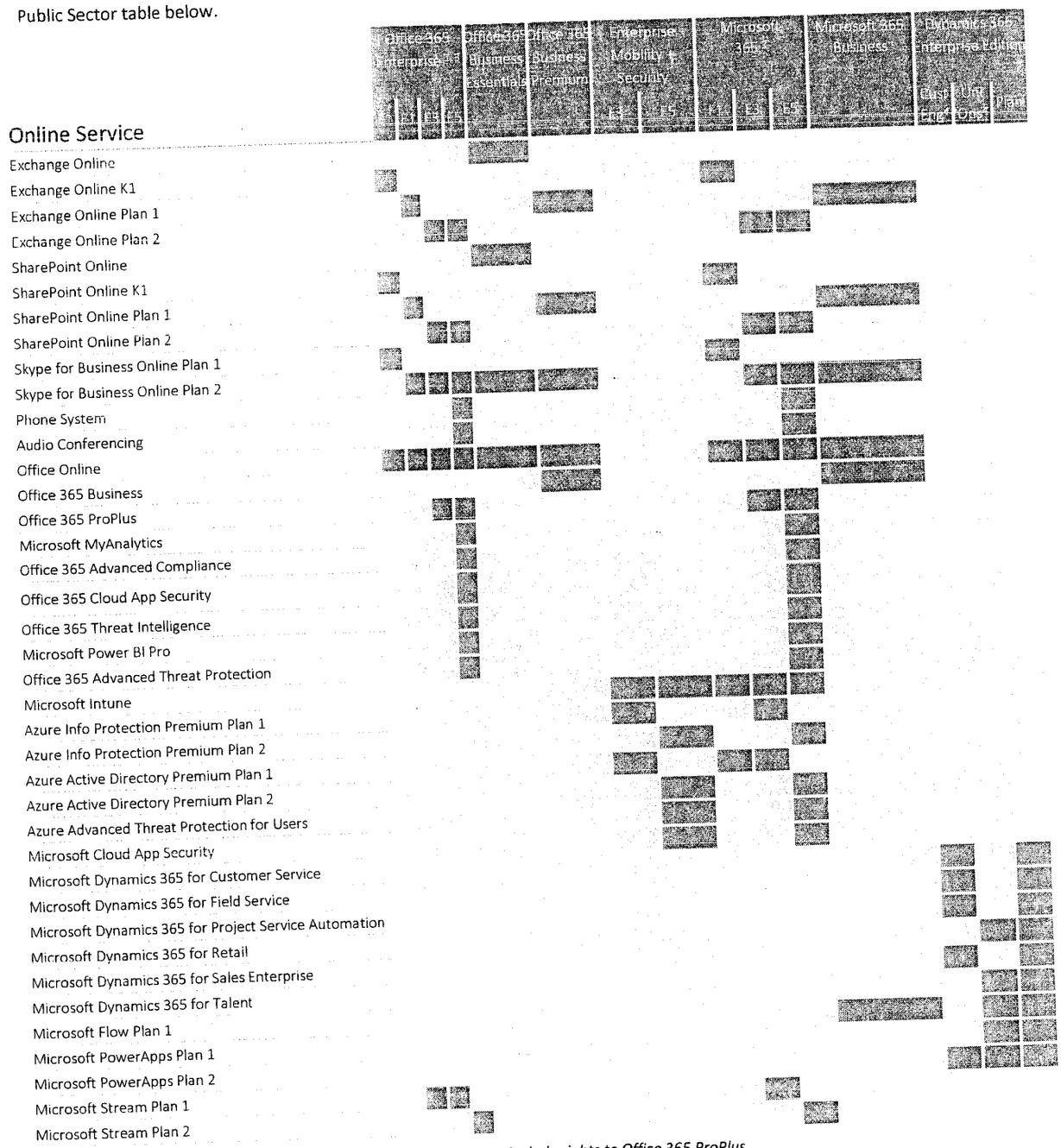
For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

Table of Contents / General Terms

SEC CLERK RECORD 09/14/2018

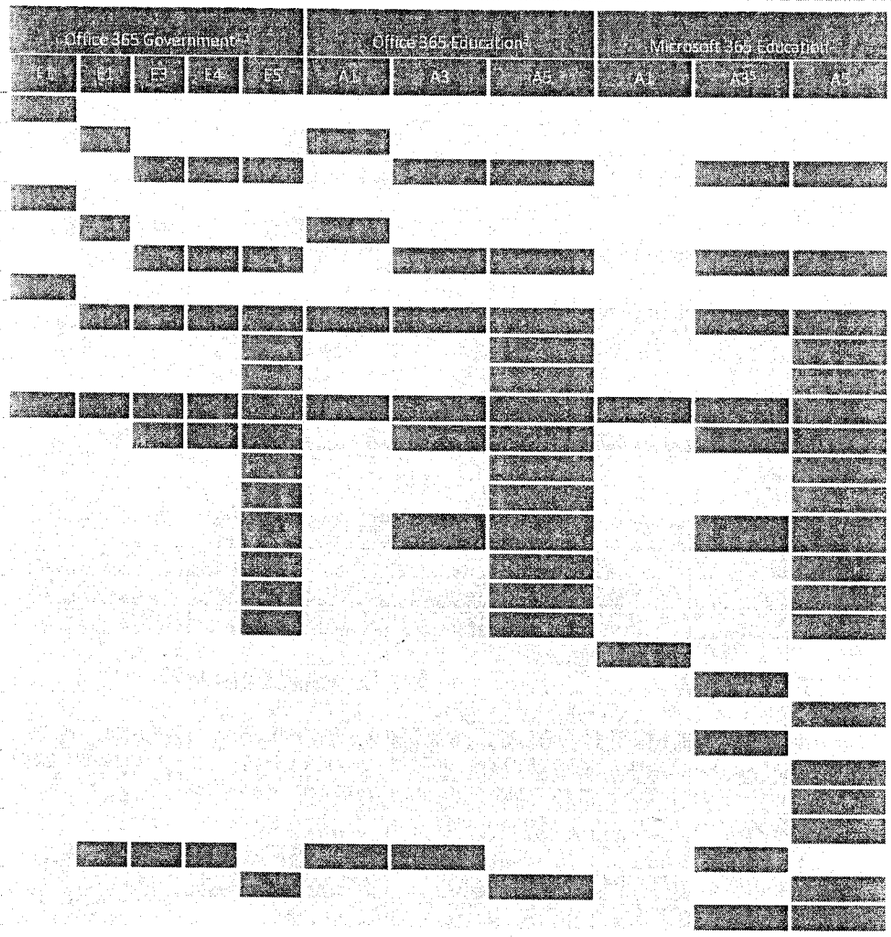
Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the tables below, a cell is shaded blue in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services. For Education and Government offers, see the Public Sector table below.



[1] *Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.*
[2] *In addition to the Online Services identified above, the Microsoft 365 fulfills the SL requirement for Windows SA per User as described in the Product Terms.*
[3] *In addition to the Online Services identified above, Dynamics 365 Unified Operations Plan includes finance and operations functionality as described in Appendix C of the Dynamics 365 Enterprise edition Licensing Guide* https://www.microsoft.com/en-us/dynamics365/pricing.

Public Sector



[1] *Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.*
[2] *In addition to the Online Services identified above, the Microsoft 365 Education fulfills the SL requirement for Windows SA per User as described in the Product Terms.*
[3] *Inclusion of Skype for Business Online Audio Conferencing with Office 365 Government/Education E5/A5 is dependent on regional availability.*
[5] *Includes Microsoft 365 Education A3 with Core CAL.*

Table of Contents / General Terms

SEC CLERK RECEIVED 09/14/2018

Attachment 3 – The Standard Contractual Clauses (Processors)

Execution of the volume licensing agreement by Customer includes execution of this Attachment 3, which is countersigned by Microsoft Corporation. To opt out of the "Standard Contractual Clauses", Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies; and
- a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

Beginning May 25, 2018 and thereafter, references to various Articles from the Directive 95/46/EC in the Standard Contractual Clauses below will be treated as references to the relevant and appropriate Articles in the GDPR.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

SEC CLERK RECORDED 09/14/2018

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Protection Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

SEC CLERK RECORDED 09/14/2018

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.

b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the Security Practices and Policies section of the OST. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.

c. Customer Data Access. For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. **Personnel**. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. **Data Privacy Contact**. The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation
Attn: Chief Privacy Officer
1 Microsoft Way
Redmond, WA 98052 USA

3. **Technical and Organization Measures**. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the Security Practices and Policies section of the OST, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the Security Practices and Policies section of the OST are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature 851B7BFC2840456 DocuSigned By: Rajesh Jha

Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052

SEC CLERK RECORDED 09/14/2018

Attachment 4 – European Union General Data Protection Regulation Terms

Microsoft makes the commitments in these GDPR Terms, to all customers effective May 25, 2018. These commitments are binding upon Microsoft with regard to Customer regardless of (1) the version of the OST that is otherwise applicable to any given Online Services subscription or (2) any other agreement that references this attachment.

For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the Online Services Terms or other agreement between Microsoft and Customer. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

Relevant GDPR Obligations: Articles 28, 32, and 33

1. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))

2. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter "Union") or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer's licensing agreement, including these GDPR Terms. In particular, Microsoft shall:

(a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the GDPR;

(d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;

(e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;

(g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

(h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

3. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor's obligations. (Article 28(4))

4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

5. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))

6. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

7. Microsoft shall notify Customer without undue delay after becoming aware of a personal data breach. (Article 33(2)). Such notification will include that information a processor must provide to a controller under Article 33(3) to the extent such information is reasonably available to Microsoft.

SEC CLERK RECEIVED 30/11/2018

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



EXHIBIT
2
tabbies

Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

National Endowment for the Arts (NEA)
400 7th Street, SW
Washington, DC 20506

August 15, 2018

Dear NEA Staff,

The Santa Fe County Board of County Commissioners (Board) enthusiastically supports the application of Cornerstones Community Partnerships to the National Endowment for the Arts, Our Town FY 2019 Place-Based Projects, Funding Opportunity Number 2018NEA01OT. The proposed project, *Revive the Plaza del Cerro: Building Community Through Planning*, will enable Cornerstones, in collaboration with the Chimayo Cultural Preservation Association and the community, to conduct a comprehensive planning process to develop a plan for bringing life back to one of New Mexico's most cherished treasures.

Within the unincorporated area of Santa Fe County, the Board is the highest-ranking government official considered to be the leader of the local government for planning projects. The Board is very familiar with the Plaza del Cerro and recognizes the opportunities revival of this historic plaza, which is listed on the National Register of Historic Places, will bring to a rural community with limited resources and economic opportunities. The plaza is the last-standing, fully-enclosed fortified colonial plaza of its type remaining in the state and reflects the cultural heritage of the early Spanish settlers that colonized New Mexico. It is likely the only one of its kind remaining in North America. Important outcomes of Cornerstones' proposed project will be to restore the plaza as a cultural and community gathering place, foster education about cultural heritage, and promote economic development that includes tourism.

We look forward to Cornerstones building off the successful Chimayo/County planning process conducted in 2015, which included historic preservation and economic development as priorities, to develop a community plan for the Plaza del Cerro. We understand that Cornerstones' application is one of the up to two applications being submitted for the local government.

The Board is very proud of our historic treasures in New Mexico and strongly supports Cornerstones' application.

Sincerely,

Anna Hansen
Chair
Santa Fe County Board of County Commissioners

SFC CLERK RECORDED 08/14/2018

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

HAND DELIVERED



August 9, 2018

Ms. Katherine Miller, County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

Enclosed is a copy of Resolution No. 2018-55. This Resolution was adopted by the City of Santa Fe's Governing Body on Wednesday, August 8, 2018. Please forward this resolution to the Board of County Commissioners for consideration at their August 14, 2018 meeting.

The resolution calls for a Municipal Question to be placed on the November 6, 2018 Santa Fe County General Election Ballot for the purpose of voting for or against amending provisions of the Santa Fe Municipal Charter regarding election dates and the date officials take office.

Pursuant to Resolution No. 2018-55, I respectfully request that the Board of County Commissioners approve the placement of the following question on the November 6, 2018 Santa Fe County General Election Ballot for submittal to the qualified electors of the city of Santa Fe.

MUNICIPAL QUESTION
CITY OF SANTA FE MUNICIPAL CHARTER AMENDMENTS

Shall the Santa Fe Municipal Charter be amended to allow the City to enact by ordinance its election date and the date on which officials take office as provided in the Local Election Act?

This change would amend Section 4.01(A) Election Date; Section 5.03 Mayor Term; Section 6.05 Councilor Term; Section 7.04 Municipal Judge Term; and Section 11.01 Transition.

FOR AMENDMENTS ◯

AGAINST AMENDMENTS ◯

SFC CLERK RECORDED 08/14/2018

Thank you for your assistance in this matter. If you have any questions please contact me at 955-6521.

Sincerely,

Yolanda Y. Vigil
City Clerk

Enclosure

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-55

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Peter N. Ives

Councilor Renee D. Villarreal

A RESOLUTION

CALLING FOR A MUNICIPAL QUESTION TO BE PLACED ON THE NOVEMBER 6, 2018 SANTA FE COUNTY GENERAL ELECTION BALLOT FOR THE PURPOSE OF VOTING FOR OR AGAINST AMENDING PROVISIONS OF THE SANTA FE MUNICIPAL CHARTER REGARDING ELECTION DATES AND THE DATE OFFICIALS TAKE OFFICE.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. DATE AND PURPOSE OF ELECTION. Pursuant to NMSA 1978, Section 1-12-71 and Section 1-22-10.1 of the Local Election Act, a municipal ballot question shall be placed on the November 6, 2018 Santa Fe County General Election Ballot, for the purpose of voting for or against amending provisions of the Santa Fe Municipal Charter (hereinafter "Charter"). The amendments would remove language specifying election dates and the date on which officials take office. The following amendments would be made to the Charter if the voters approve the ballot question in Section 2, below:

(1) **ARTICLE IV. ELECTIONS**

SFC CLERK RECORDED 09/14/2018

Charter Section 4.01(A):

4.01 Elections.

A. **Regular elections.** Regular city elections shall be held [~~on the first Tuesday in March of each even-numbered year~~] as provided by law.

(2) **ARTICLE V. THE MAYOR**

Charter Section 5.03

5.03. Term of office.

The mayor shall be elected for a term of four years[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~].

(3) **ARTICLE VI. THE GOVERNING BODY**

6.05. Term of office.

Councilors shall be elected for a term of four years[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~]. The terms of office of the two councilors from each district shall be staggered so that one councilor shall be elected from each district at each regular municipal election.

(4) **ARTICLE VII. MUNICIPAL COURT**

7.04. Term of office.

The municipal judge shall be elected for a four-year term[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~].

(5) **ARTICLE XI. GENERAL PROVISIONS**

11.01. Transition.

A. **Elected officials.** City officials who are incumbent on the effective date of

this Charter shall serve out their elected terms unless recalled under the provisions of this Charter.

B. **Appointed officials.** All incumbent appointed officials and commissioners shall serve out their appointed terms unless removed in accordance with city ordinances, resolutions or state law.

C. City officials shall serve their elected terms pursuant to this Charter unless the ending date of their term is changed pursuant to the Local Election Act.

Section 2. MUNICIPAL QUESTION TO BE SUBMITTED. The following municipal question shall be submitted to the qualified electors of the city of Santa Fe:

MUNICIPAL QUESTION
CITY OF SANTA FE MUNICIPAL CHARTER AMENDMENTS

Shall the Santa Fe Municipal Charter be amended to allow the City to enact by ordinance its election date and the date on which officials take office as provided in the Local Election Act?

This change would amend Section 4.01(A) Election Date; Section 5.03 Mayor Term; Section 6.05 Councilor Term; Section 7.04 Municipal Judge Term; and Section 11.01 Transition.

FOR AMENDMENTS ◯

AGAINST AMENDMENTS ◯

Section 3. TRANSMISSION OF RESOLUTION. Upon approval of the Governing Body, the City Clerk shall transmit this Resolution to the Santa Fe County Clerk and County Commission.

PASSED, APPROVED and ADOPTED this 8th day of August, 2018.

SFC CLERK RECORDED 08/14/2018

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

M/Legislation/Resolutions 2018/2018-55 Charter Election



THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY
RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING A LOCAL GOVERNMENT BALLOT QUESTION CONCERNING AMENDMENTS TO THE CITY OF SANTA FE MUNICIPAL CHARTER TO APPEAR ON THE 2018 GENERAL ELECTION BALLOT

WHEREAS, the City of Santa Fe (City) desires to place a municipal ballot question on the 2018 General Election Ballot; and

WHEREAS, the municipal ballot question concerns amendments to the Santa Fe Municipal Charter (Charter) that would, if approved, repeal the election date and terms of office specified by the Charter so that the City can align its election date and terms of office with the New Mexico Local Election Act; and

WHEREAS, the form and exact language of the municipal question, hereinafter referred to as the "Local Government Ballot Question," is set forth on the attached City Resolution No. 2018-55, which the City adopted on August 8, 2018; and

WHEREAS, the Board of County Commissioners of Santa Fe County (Board) may authorize the Local Government Ballot Question to appear on the 2018 General Election Ballot.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Local Government Ballot Question, as set forth in City Resolution No. 2018-55, to appear on the 2018 General Election Ballot.

PASSED, APPROVED, AND ADOPTED this 14th day of August, 2018.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: _____
Anna Hansen, Chair

ATTEST:

_____ Date: _____
Geraldine Salazar, County Clerk

Approved as to form:

_____
R. Bruce Frederick, County Attorney

SFC CLERK RECORDED 08/14/2018

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-55

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Peter N. Ives

Councilor Renee D. Villarreal

A RESOLUTION

CALLING FOR A MUNICIPAL QUESTION TO BE PLACED ON THE NOVEMBER 6, 2018 SANTA FE COUNTY GENERAL ELECTION BALLOT FOR THE PURPOSE OF VOTING FOR OR AGAINST AMENDING PROVISIONS OF THE SANTA FE MUNICIPAL CHARTER REGARDING ELECTION DATES AND THE DATE OFFICIALS TAKE OFFICE.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. DATE AND PURPOSE OF ELECTION. Pursuant to NMSA 1978, Section 1-12-71 and Section 1-22-10.1 of the Local Election Act, a municipal ballot question shall be placed on the November 6, 2018 Santa Fe County General Election Ballot, for the purpose of voting for or against amending provisions of the Santa Fe Municipal Charter (hereinafter "Charter"). The amendments would remove language specifying election dates and the date on which officials take office. The following amendments would be made to the Charter if the voters approve the ballot question in Section 2, below:

(1) **ARTICLE IV. ELECTIONS**

SFC CLERK RECORDED 09/14/2018

Charter Section 4.01(A):

4.01 Elections.

A. **Regular elections.** Regular city elections shall be held [~~on the first Tuesday in March of each even-numbered year~~] as provided by law.

(2) **ARTICLE V. THE MAYOR**

Charter Section 5.03

5.03. Term of office.

The mayor shall be elected for a term of four years[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~].

(3) **ARTICLE VI. THE GOVERNING BODY**

6.05. Term of office.

Councilors shall be elected for a term of four years[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~]. The terms of office of the two councilors from each district shall be staggered so that one councilor shall be elected from each district at each regular municipal election.

(4) **ARTICLE VII. MUNICIPAL COURT**

7.04. Term of office.

The municipal judge shall be elected for a four-year term[~~, which shall begin on the sixth day after the election and continue until a successor has been duly elected and has taken office~~].

(5) **ARTICLE XI. GENERAL PROVISIONS**

11.01. Transition.

A. **Elected officials.** City officials who are incumbent on the effective date of

SEC CLERK RECORDED 09/14/2015

this Charter shall serve out their elected terms unless recalled under the provisions of this Charter.

B. **Appointed officials.** All incumbent appointed officials and commissioners shall serve out their appointed terms unless removed in accordance with city ordinances, resolutions or state law.

C. City officials shall serve their elected terms pursuant to this Charter unless the ending date of their term is changed pursuant to the Local Election Act.

Section 2. MUNICIPAL QUESTION TO BE SUBMITTED. The following municipal question shall be submitted to the qualified electors of the city of Santa Fe:

MUNICIPAL QUESTION
CITY OF SANTA FE MUNICIPAL CHARTER AMENDMENTS

Shall the Santa Fe Municipal Charter be amended to allow the City to enact by ordinance its election date and the date on which officials take office as provided in the Local Election Act?

This change would amend Section 4.01(A) Election Date; Section 5.03 Mayor Term; Section 6.05 Councilor Term; Section 7.04 Municipal Judge Term; and Section 11.01 Transition.

FOR AMENDMENTS ◯

AGAINST AMENDMENTS ◯

Section 3. TRANSMISSION OF RESOLUTION. Upon approval of the Governing Body, the City Clerk shall transmit this Resolution to the Santa Fe County Clerk and County Commission.

PASSED, APPROVED and ADOPTED this 8th day of August, 2018.

SFC CLERK RECORDED 08/14/2018

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

M/Legislation/Resolutions 2018/2018-55 Charter Election

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

EXHIBIT 5

Convenience Center Cost Recovery

Projected Permit Sales

	CY14	CY15	CY16	CY17	CY18	CY19
		Year 1	Year 2	Year 3	Year4	Year 5
SW budget	2,394,059	2,538,589	2,613,698	2,682,506	2,753,271	2,830,950
Permit Sales	397,010	232,020	480,390	544,686	710,352	849,285
% Cost Recovered	17%	9%	18%	20%	26%	30%

Actuals

	CY14	CY15	CY16	CY17	CY18	CY19
		Year 1	Year 2	Year 3	Year 4	Year 5
SW Budget	$2,537,908	$2,566,708	$2,278,422	$2,230,374	$2,296,692	
Permit Sales	$205,323	$232,426	$336,588	$416,708	$226,967	
% Cost Recovered	8%	9%	15%	19%		
Recycling cost*	$509,000**	$440,000	$416,000	$310,000		

*Recycling is free for Santa Fe County residents. SFC incurred these approximate costs by providing this service.
**$183,000 of $509,000 was for Capital improvements at El Dorado to accommodate recycling.

Solid Waste Division Budget

	FY 2014		FY 2015		FY 2016		FY 2017	
	Amount	%	Amount	%	Amount	%	Amount	%
Permit Fee	$363,987	15%	$258,184	10%	$301,447	12%	$357,116	17%
Environmental GRT	$610,520	26%	$628,000	23%	$642,440	26%	$655,289	31%
General Fund	$1,401,103	59%	$1,814,021	67%	$1,494,323	61%	$1,111,228	52%
Total	$2,375,610	100%	$2,700,205	100%	$2,433,210	100%	$2,123,633	100%

Variance Requests

EXHIBIT tabbies 6

1. **Variance from SLDC Table 7-13: Rural Road Classification and Design Standards (SDA-2 & SDA-3) Regarding Width and Grade of Roads**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Approved with condition to restrict road use for camp participants.*
   - Requested Action for BCC: ***Uphold Planning Commission approval; remove condition of approval.***

2. **Variance from SLDC §7.17.9.2.3: No Structure May Be Constructed on a Natural Slope of 30% or Greater**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Approval*
   - Requested Action for BCC: ***Uphold Planning Commission approval.***

3. **Variance from SLDC §7.17.10.4.1: Above 7,400 Feet Elevation Roads and Driveways Shall Not Be Designed or Constructed on Slopes Over 25%**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Approval*
   - Requested Action for BCC: ***Uphold Planning Commission approval.***

4. **Variance from SLDC §7.17.10.3.1: Above 7,400 Feet Elevation Disturbed Area on Any Lot Shall Not Exceed 12,000 Square Feet**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Approval*
   - Requested Action for BCC: ***Uphold Planning Commission approval.***

5. **Variance from SLDC §7.17.9.2.7: No Significant Tree May Be Removed from Slopes Greater Than 30%**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Denial*
   - Requested Action for BCC: ***Approve the Variance. Non-visibility to the Public.***

6. **Variance from SLDC Table 8-17, Dimensional Standards – Public/Institutional (PI)**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Denial*
   - Requested Action for BCC: ***Approve the Variance. Non-visibility to the Public.***

7. **Variance from SLDC §7.17.9.3.1: Steep Slopes, Ridgetops, Ridgelines and Shoulders. Height for Structures on Slopes of 15% or Greater**
   - Hearing Officer Recommendation: *Approval*
   - Planning Commission Decision: *Approval*
   - Requested Action for BCC: ***Uphold Planning Commission approval.***

SFC CLERK RECORDED 09/14/2015



Village of Pecos
92 South Main Street
PO Box 337
Pecos, NM 87552
(505) 757-6591
(505) 757-2833 – Fax
www.villageofpecosnm.org

TELESFOR "TED" BENAVIDEZ
MAYOR

RAMONA QUINTANA
VILLAGE CLERK

ANGELA PEINADO, PhD
VILLAGE TREASURER

BOARD OF TRUSTEES
HERMAN GALLEGOS
RALPH LOPEZ
BRIAN SANDOVAL
ARMANDO GABALDON

SFC CLERK RECORDED 08/14/2018

July 31, 2018

Penny Ellis-Green
Land Use Administror
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

Dear Ms. Green:

The Village of Pecos is pleased to support Glorieta's application for county variances to allow some activities on campus to become available for use.

The Village is a small community which does not have many local activities for their youth. Glorieta Camps has supported our local community and it would be difficult to lose these opportunities.

As Mayor and a lifetime resident of this North Central New Mexico Community, I understand and appreciate the work Glorieta Camps have done in the past. New Mexico, in general, continues to be at or near the bottom of many youth indicators, so these activities are essential to provide opportunity for improved outcomes.

On behalf of the Village of Pecos and the many who benefit from Glorieta services, thank you in advance for your continued Support.

With Regards,

Telesfor A. Benavidez
Mayor
505-757-6511

First Baptist Church
Santa Fe

1605 Old Pecos Trail ~ Santa Fe, New Mexico 87505
Office: (505) 983-9141 Fax: (505) 986-1174
fbcsf@comcast.net www.fbcsantafe.com

July 26, 2018

Mrs. Penny Ellis-Green, Land Use Administrator
Growth Management Department, Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

Dear Mrs. Ellis-Green,

Thank you for your part in making Santa Fe an awesome place to live! I am writing today in support of Glorieta Camps. Please approve their county variances because the camp benefits our local community in so many ways!

The folks at Glorieta offer wonderful activities for the children and youth of Santa Fe, many of whom are at risk. During the summer, Glorieta offers a Day Camp that is a fantastic option for parents. Both of my elementary-age children go to Day Camp, and many of their friends are involved as well. One of my neighbors sends her children to Day Camp for most of the summer so that she can work to provide for them.

The staff at Glorieta have been such a positive influence in my children's lives. Glorieta offers scholarships for those who need them, and they even offer pick-up in Santa Fe at two separate locations! Our church gives to this scholarship fund because we appreciate the tremendous, positive activity for the children and youth of our city.

In addition to being a positive moral influence in our area, Glorieta is a welcome addition to our economy. Retreats at Glorieta create local jobs and bring valuable dollars to our economy. Visitors to Glorieta spend money dining, shopping, skiing, cycling, and in other ways. Not only tourism dollars for Santa Fe, but the more needy economies along eastern I-25, such as Pecos, Rowe, and others, need the valuable jobs that the camp provides.

Finally, Glorieta has shown wonderful openness to the local community. We have seen dozens of groups staying at Glorieta do various types of community service throughout Santa Fe. These happy, cheery people have done hard manual labor for free all over our city. In a similar way, in partnership with the Santa Fe Fat Tire Society, the camp has created world-class mountain bike trails and even built an access trail to allow mountain bike access to the beautiful property. This giving spirit exemplifies what New Mexico is all about!

Thank you for your time, and I hope you see the wonderful benefit this camp brings to our community. They care about us, and I hope as a community, we can care about them as well. Our church loves our community. If you ever need anything or if I can serve you in any way, please let me know.

May God bless you,

Rev. Reed J. Redus

July 19, 2018

To Whom It May Concern:

Our family has been very interested in the situation at Glorieta and following along from a distance for sometime now and heard that it might be of assistance for you to hear from users as to the impact this campus and many of its on site activities have had.

This year was our families fourth year to attended programs at this facility. This camp and the programs we have participated in there have allowed us to connect with our kids and one another in a way that is unique to this place. The offerings that they have on-site have allowed us to build bonds and inroads into deeper connections with our kids that have made us a stronger more unified family. Having so many options on site is critical in this experience in that there is no time or logistical waste in getting from one thing to the next.

Coming for continuous years has allowed us to witness the impacting of having these newer elements closed and continuing to be closed in this manner will undoubtedly be a major hurdle in moving forward with like programing. They have done a wonderful job at adapting to this situation and moving forward but we also see the closing of the elements as a challenge to the program and most of all see their non use as a hindrance in the end to the user that not only is losing out of the experience but the deepening impact that it could be having on the participant as a individual or a family like ours.

A bit about our family, my wife and I have three boys, we both worked in the camps/adventure programing industry for a number of years in Colorado, New Mexico and Texas. I now own a facility services and construction company and a retail flooring business. In our experience within this industry we have never been involved with a camp that takes safety for their guest and the experience as well as the training and the preparedness of their employees as serious as the Glorieta team does. They are consummate professionals within their industry and thus the place we have chosen to bring our family, this is not by accident, having worked within the industry we have seen many less than idea situations and operations, so in looking for a place to bring our own family these concerns were paramount for us.

In short we want to show our utmost support for Glorieta and their variance applications in this matter. Their dedication to inspire Christ-like change through outdoor adventure and Biblical truth could really benefit by having these various elements operational again. We hope that you will assist them to this end so that the impacts these facilities make in lives can again be seen and felt by the end user.

Thank you for your time and consideration,

ZACH KNIGHT

Zach Knight
926 Pine St.
Abilene, TX 79601
zachaknight@gmail.com

SEC CLERK RECORDED 07/24/2018

July 25, 2018

Board of County Commissioners
c/o Jose Larranaga
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

Dear Honorable Commissioners:

On behalf of Blaze Christian Fellowship in Santa Fe, we want to express our strong support for Glorieta and their applications for county variances.

We were extremely pleased with the Planning Commission's granted variances earlier this year. The approval allowed for several camp activities to become available for use, which many of our families with children benefited from. It is no secret that our City and County are lacking in family-friendly venues and activities. Glorieta, however, has become a wonderful spot for locals and a premier location for those of us who hold retreats and other gatherings throughout the year. Further, their camps provide a safe and fun environment for children and offer parents another childcare option during the summer months.

Should the County deny these variances, it will hinder Glorieta's ability to provide activities that draw people to the camp. This would not only be a disservice to the local community, but it would also likely reduce the thousands of tax-paying visitors they host from across the country.

In short, Glorieta is an extremely valuable asset for our local families and an economic driver for the County. They have made great efforts to establish and maintain safety for all activities, and they take good care of the land and the environment.

For these reasons and many others, we respectfully ask you to (1) uphold the Planning Commission's granted variances and (2) reject any additional efforts to impose harsh restrictions on Glorieta and its operations.

Thank you for your consideration.

God bless you,

Carlos Montoya
Lead Pastor

Vince Torres
Executive Pastor

Cc: Penny Ellis-Green, Land Use Administrator
Jose Larranaga, Development Review Team Leader

blaze christian fellowship
6 BIGGER COURT SANTA FE, NM 87508 USA PHONE: 505.424.3323 FAX: 505.438.9899 WEB: WWW.BLAZEONLINE.ORG

Jose Larranaga

From: Russel Evans <revans67@yahoo.com>
Sent: Tuesday, July 31, 2018 11:32 AM
To: Jose Larranaga
Subject: Glorieta Camp Appeal Hearing

Dear Mr. Larra,

We wanted to take the opportunity to write to you on behalf of Glorieta Camps. Glorieta has held a special place in the life of our family for many years. Both my wife and I enjoyed family summer trips to Glorieta when we were teenagers. The place was so impactful that we chose to give back by working there. I was a summer staffer for 7 years and my wife for 3. We met there and chose to hold our wedding there.

We were so disappointed when the SBC was having a hard time keeping it up and had to put it up for sale. After it was purchased, we were a little skeptical of the new ownership so we decided to go check out a camp. We also wanted our children to experience Glorieta so we signed up for family camp. As I mentioned, we went in to the camp with doubts that it would provide a similar experience, but we were so amazed at the many improvements that had been made to the campgrounds! Our children all the way to my in-laws absolutely loved the camp! The highlights that they still talk about are the High 5 zip lines and the lake with the slides.

We returned to family camp this year. We were extremely disappointed that some of their favorite activities were closed, but also impressed with the continued improvements to the land itself. We have seen a commitment by the ownership to stay true to the natural New Mexico scenery by the choice of plants and other landscaping techniques. They also have a true desire to help people fall in love with the land with types of activities that they provide for the campers. The High Five Zip Lines is a great activity that allows people to enjoy the natural scenery with very little "footprint" in the forest. We also love the day camps that they provide for the local children.

Being a native of New Mexico, I truly appreciate and understand the concerns that some of the residents have brought forth. I wanted to bring to light some experiences over decades of relations with Glorieta. I truly feel that the current ownership has a great plan in place that is going to take care of the natural environment and provide a wonderful tourist opportunity for people to enjoy and come to love this land like my family does. I hope that you will find in favor of Glorieta camps and allow them to continue to impact people's lives in such a positive way.

Sincerely,
Russel and Jennifer Evans
4219 Manordale Dr.
Pasadena, TX 77505
713-585-6062

SEC CLERK RECORDED 08/14/2018

Jose Larranaga

From: Kyle Cravens <kyle.cravens@lifeway.com>
Sent: Wednesday, August 08, 2018 8:55 AM
To: Jose Larranaga
Cc: Meredith Nelson; Caitlin Barge
Subject: Glorieta Camps Adventure Recreation Elements

To Whom It May Concern,

FUGE Camps, a ministry of LifeWay Christian Resources has held camp at Glorieta Conference Center for 40 summers! We have partnered with the new owners of the Conference Center, Camp Eagle and Glorieta Camps for the past 5 summers. This summer, Glorieta Camps hosted FUGE Camps four sessions from June 14 to July 1. Over 4,300 students and adults attended camp as church groups throughout this four-session period. These groups came from locations throughout the West and even the South.

Glorieta is a great location for camp! We have groups that come back year after year. The beauty of the location and it's adventure recreation elements available to students and adults are big attractions.

The adventure recreation elements such as rappelling, climbing walls, and zip lines are not only fun times for students but they provide great opportunities for our leaders to relate these experiences to life and even more importantly to their faith walk and relationship with the Lord. When students are given the opportunity to participate in adventure recreation elements, they build trust, self confidence and independence and have the chance to be outside in God's creation. These elements also allow students to work together and develop team dynamics and leadership skills.

For the past two summers, several of these adventure recreation elements were not open and available. Students and adults were disappointed and missed out on a large part of their camp experience.

I know from my interactions with Glorieta Camps that they have worked to ensure these elements are safe and ready for camp. I ask that you grant Glorieta Camps the variances needed to open these adventure recreation elements for future use.

Please feel free to call me if you have questions or would like to discuss this further.

--
Kyle Cravens, FUGE Camps Coordinator
LifeWay Christian Resources
615-251-3823

Serving student ministries in their mission of making disciples.

Follow FUGE Camps on Facebook-fugecamps, Twitter-FUGECamps, Blog-blog.lifeway.com/fuge



Jose Larranaga

From: Chase Hildenbrand <chase.hildenbrand@gmail.com>
Sent: Thursday, August 02, 2018 10:53 AM
To: Jose Larranaga
Cc: Hillary@jenkinsgavin.com
Subject: Glorieta Support

Hello,

We have been to Glorieta Group Camp the past two summers and have had an amazing experience.

Please find favor with approving their variance applications. The extra activities being provided at camp would be phenomenal for our students to experience, as it would continue promote Christ-like change through these outdoor adventures and Biblical truth.

Thank you!
--
Chase Hildenbrand
Middle School Pastor
Christ Community Church
(520) 296-8501
http://ccctucson.org

SEC CLERK RECORDED 08/14/2018

July 19, 2018

To Whom It May Concern:

Our family has been very interested in the situation at Glorieta and following along from a distance for sometime now and heard that it might be of assistance for you to hear from users as to the impact this campus and many of its on site activities have had.

This year was our families fourth year to attended programs at this facility. This camp and the programs we have participated in there have allowed us to connect with our kids and one another in a way that is unique to this place. The offerings that they have on-site have allowed us to build bonds and inroads into deeper connections with our kids that have made us a stronger more unified family. Having so many options on site is critical in this experience in that there is no time or logistical waste in getting from one thing to the next.

Coming for continuous years has allowed us to witness the impacting of having these newer elements closed and continuing to be closed in this manner will undoubtedly be a major hurdle in moving forward with like programing. They have done a wonderful job at adapting to this situation and moving forward but we also see the closing of the elements as a challenge to the program and most of all see their non use as a hindrance in the end to the user that not only is losing out of the experience but the deepening impact that it could be having on the participant as a individual or a family like ours.

A bit about our family, my wife and I have three boys, we both worked in the camps/adventure programing industry for a number of years in Colorado, New Mexico and Texas. I now own a facility services and construction company and a retail flooring business. In our experience within this industry we have never been involved with a camp that takes safety for their guest and the experience as well as the training and the preparedness of their employees as serious as the Glorieta team does. They are consummate professionals within their industry and thus the place we have chosen to bring our family, this is not by accident, having worked within the industry we have seen many less than idea situations and operations, so in looking for a place to bring our own family these concerns were paramount for us.

In short we want to show our utmost support for Glorieta and their variance applications in this matter. Their dedication to inspire Christ-like change through outdoor adventure and Biblical truth could really benefit by having these various elements operational again. We hope that you will assist them to this end so that the impacts these facilities make in lives can again be seen and felt by the end user.

Thank you for your time and consideration,

Zach Knight

Zach Knight
926 Pine St.
Abilene, TX 79601
zachaknight@gmail.com

Jose Larranaga

From: Zach Knight <zachaknight@gmail.com>
Sent: Monday, July 23, 2018 9:13 AM
To: Jose Larranaga
Subject: Glorieta variance hearing

Mr. Larranaga,

Our family has been very interested in the situation at Glorieta and following along from a distance for sometime now and heard that it might be of assistance for you to hear from users as to the impact this campus and many of its on site activities have had.

This year was our families fourth year to attended programs at this facility. This camp and the programs we have participated in there have allowed us to connect with our kids and one another in a way that is unique to this place. The offerings that they have on-site have allowed us to build bonds and inroads into deeper connections with our kids that have made us a stronger more unified family. Having so many options on site is critical in this experience in that there is no time or logistical waste in getting from one thing to the next.

Coming for continuous years has allowed us to witness the impacting of having these newer elements closed and continuing to be closed in this manner will undoubtedly be a major hurdle in moving forward with like programing. They have done a wonderful job at adapting to this situation and moving forward but we also see the closing of the elements as a challenge to the program and most of all see their non use as a hindrance in the end to the user that not only is losing out of the experience but the deepening impact that it could be having on the participant as a individual or a family like ours.

A bit about our family, my wife and I have three boys, we both worked in the camps/adventure programing industry for a number of years in Colorado, New Mexico and Texas. I now own a facility services and construction company and a retail flooring business. In our experience within this industry we have never been involved with a camp that takes safety for their guest and the experience as well as the training and the preparedness of their employees as serious as the Glorieta team does. They are consummate professionals within their industry and thus the place we have chosen to bring our family, this is not by accident, having worked within the industry we have seen many less than idea situations and operations, so in looking for a place to bring our own family these concerns were paramount for us.

In short we want to show our utmost support for Glorieta and their variance applications in this matter. Their dedication to inspire Christ-like change through outdoor adventure and Biblical truth could really benefit by having these various elements operational again. We hope that you will assist them to this end so that the impacts these facilities make in lives can again be seen and felt by the end user.

SFC CLERK RECORDED 08/14/2018

Thank you for your time and consideration,

Zach Knight

926 Pine St.

Abilene, TX 79601

zachaknight@gmail.com

As a side note, our time in coming to Glorieta has thus allowed us to spend a lot of time in and around Santa Fe and it has really gown on us, you have a beautiful and unique city and cultural that we have enjoyed getting to know better. Also...the food. Enjoy some of that for us if you will!

Jose Larranaga

From: Kara Baker <mrskdell@aol.com>
Sent: Monday, July 30, 2018 4:57 PM
To: Jose Larranaga
Subject: Glorieta Family Camp
Attachments: image1.jpeg; ATT00001.txt

To Whom It May Concern:

My family and I want to take a moment to express our gratitude (and enthusiasm) for the camps provided at Glorieta. Our oldest son has attended several youth camps and we as a family have been blessed to attend family camp! What an amazing experience we have had on the Glorieta campus! It's rare to find a Christ centered experience, nestled into a fun, activity driven environment for the entire family!
We are in complete support of the variance applications being approved so that Glorieta can continue its work for Christ through outdoor adventures for youth and families! We are signed up to return next summer and we look forward to seeing the campus flourish and grow!

Kara Baker & Family

SFC CLERK RECORDED 08/14/2018

Jose Larranaga

From: Chase Hildenbrand <chase.hildenbrand@gmail.com>
Sent: Thursday, August 02, 2018 10:53 AM
To: Jose Larranaga
Cc: Hillary@jenkinsgavin.com
Subject: Glorieta Support

Hello,

We have been to Glorieta Group Camp the past two summers and have had an amazing experience.

Please find favor with approving their variance applications. The extra activities being provided at camp would be phenomenal for our students to experience, as it would continue promote Christ-like change through these outdoor adventures and Biblical truth.

Thank you!

--
Chase Hildenbrand
Middle School Pastor
Christ Community Church
(520) 296-8501
http://ccctucson.org

Jose Larranaga

From: Shawn Anglin <shawn.anglin@gmail.com>
Sent: Monday, July 30, 2018 2:30 PM
To: Jose Larranaga
Cc: Hillary@jenkinsgavin.com
Subject: Glorieta Variances Hearing

To whom it may concern-
I have visited Glorieta since I was a child. As I grew older, we stopped going to Glorieta, and one reason was the campground wasn't keeping up with the camps in the region or country in regards to activities, facilities, etc. That was true until Camp Eagle bought the camp and made the renovations in facilities like the zip line, water slides, splash pad, and other adventure activities. It's no secret they're an industry leader and for the past 3 years I have taken my family to Family Camp in Glorieta, and for the past two years, I have been disappointed to see that they are being held back because of the lack of variances they need to obtain in certain activities.

Adventure is a huge part of why we choose Glorieta for our family camp, and the relationships we forge with other families, our Children and the ability to bond through adventure is a huge part of our family dynamics.

I'm asking you to please grant the variances necessary to allow Glorieta to once again operate the zip lines, water slides, splash pad, and any other activity in question. These items are essential to create the environment we wish to be able to bring our family back for years to come. Thank you for your time!

Shawn Anglin

Sent from my iPhone

SFC CLERK RECORDED 08/14/2018

Jose Larranaga

From: Mary Ann Saville <vedeli@cybermesa.com>
Sent: Monday, July 30, 2018 4:27 PM
To: Jose Larranaga
Cc: Hillary@jenkinsgavin.com
Subject: RE: Glorieta 2.0

Dear Mr. Larranaga,

I am a resident of La Cueva Canyon in Glorieta, located right next door to the Glorieta Camps. I am writing to let you know that myself and my family completely support Glorieta 2.0 and are in favor of their variances being granted. My son (who is now 12) and his friends, have been attending the Glorieta Camps for many years now. Glorieta Camps is a wonderful, outdoor church camp that is available for the children of our county and state. It is a great asset and my son has benefited greatly from it. The staff and residents of Glorieta Camps have been nothing but helpful and positive members of our community. I think anything we can do as a community to help this organization out, would be a positive and beneficial move.
If you have any questions for me, please do not hesitate to call me.
Thank you!

Best wishes,
Mary Ann Saville
(505) 660-6377

Jose Larranaga

From: gloria@viewslandscaping.com
Sent: Wednesday, August 01, 2018 3:51 PM
To: Jose Larranaga
Subject: Support for Glorieta Camp

Greetings,

It has come to my attention that You may not have received the email I sent yesterday. (I received a notification from my email server saying it "failed".) Please consider my testimony below regarding the Camp at Glorieta. There are so few options these days for kids.

I am writing today asking you to grant the permits and variances requested by Glorieta 2.0. As a parent I am always looking for activities that allow my children to grow and develop in a safe and appropriate setting. Glorieta has more than exceeded our expectations in this manner.

Every year for the last 4 years we have sent our kids to the summer Day Camp and have always been amazed at how much they love it. From the last day of camp in August until the next camp starts they talk about their experiences, the friends they made, how much they love the counselors, the great setting and on and on. In a day and age of electronics, social media, television and print advertising all geared toward consumerism, poor behavior, material wealth and the pursuit of possessions and/or being a YouTube star, it is invaluable to find an organization such as Glorieta. They are dedicated to building character, strengths and values in children who will grow up to be citizens, parents, social influencers.

The activities the Camp offers reinforce confidence, helping others, group and personal development and growth. My daughter who is 11 changed drastically for the better the very first summer she attended. She went from being a shy, quiet, inhibited little girl who stayed on the fringes of group activities to a brave, self assured, physically confident now pre-teen. My son who is 14 has benefitted greatly from the male role models he has had the opportunity to interact with. The counselors have shown that you can be a strong male while also demonstrating values, character and accountability that enhance and direct that young man energy.

Our children all need to be surrounded by people of excellence in order for them to grow, develop and flourish into the people and citizens we want them to be. Glorieta is actively impacting all the kids in a profoundly positive manner each time they hold a camp or program. The physical challenges their camp offers build skills, confidences, good physical health and are tremendous fun for everyone. It would be very sad to see this Camp have to wait any longer, or not receive, the variances they request. Summer will be here sooner than we think and the kids are missing out when the Camp can't operate at their full potential. We love Glorieta 2.0 and have sent friends and family members there because we support and believe in them so strongly. They are a great influencer on our community and children. Their Day Camp Assistant Director has even attended our daughter's volleyball games to show support. This is the type of person you want your kids to be around.

Having a pre-teen girl I am grateful that largely due to this Camp's programs my daughter loves herself, feels comfortable taking physical challenges head-on, is not intimidated by boys or sees any drawbacks to being a girl. My son has learned empathy and made friends that share his good values. My children are respectful and realize they are accountable for their decisions and behavior. There is no other activity including sports that have had the overall positive impact Glorieta has had. Please grant all their permits and variances and allow them to offer the full range of programs they are capable of. So many kids and families will be impacted in a positive way. I would be happy to speak with you if necessary as would my kids. Thank you for your careful consideration and hopefully approval.

SFC CLERK RECORDED 08/14/2018

Jose Larranaga

From: Brad Barnett <brad.barnett@studentlife.com>
Sent: Tuesday, July 31, 2018 8:30 AM
To: Jose Larranaga
Subject: Support for Glorieta Camps

Jose,

I hope this message finds you doing well. I wanted to write a letter in support of Glorieta Conference Center as we are a partnering organization (LifeWay Christian Resources) that brings 5500-7000 students each summer to your county to participate in their camps.

These are churches from neighboring states that add in excess of $1,350,000 of tourism dollars to the local economy each summer through registrant fees and shopping in Santa Fe. A big part of their decision to attend Glorieta Camps is the array of recreational activities they provide. Please know that any help in allowing Glorieta to move forward with the high ropes elements/ziplines would be a positive decision in terms of helping attract these churches in the years to come.

Thank you for considering this short email of support on their behalf.

Brad Barnett
Sr. Manager of Operations and Events
brad.barnett@lifeway.com
205.876.2570(d)

212 Pinon
Glorieta, NM 87535
August 2, 2018

Board of County Commissioners
c/o Jose Larranaga
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe NM 87501

Commissioners:

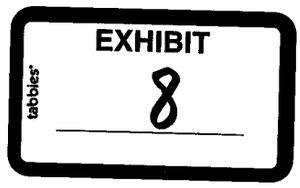
My name is Lamar Meadows and I am writing you on behalf Glorieta Camps. I have a family history as a lease holder here at Glorieta since 1953 and have been coming out to the Conference center/Camp most of my 70 years of life so as one might imagine, I have seen many changes to the campus development.

I appreciate and love this place as it has played a large role in my life. I have observed the redevelopment of this encampment from an interested personal point of view as my wife and I plan our time to increase here with our recent retirement. I respectfully encourage and support the approval of the camp's variance applications. This camp and the people associated with it are doing great works with young boys and girls developing them into ever greater men and women. I have personally seen huge smiles on campers faces and enthusiastic and encouraging leaders every day that I been here at Glorieta.

This is a great encampment and I encourage you to allow it's continued growth and success in developing the youth of today in it's very unique and special ways with it's outdoor adventure experiences.

Very respectfully yours
Dr. Lamar Meadows

SFC CLERK RECORDED 08/14/2018



Index for Case # SLAP 18-5120 Appeal of Glorieta 2.0, Variances:

Staff Report

1a. Appellants Statement

1. List of Development Permits (1981-2013)
2. Dated photos of Lake
3. Glorieta 2.0 Business Registration
4. 2014 Permit Issued to Glorieta 2.0
5. Notice of Violation & photos
6. Land Use Administrator Order to Cease and Desist Letter
7. List of Post Cease and Desist Development Permits Issued to Glorieta 2.0
8. Abatement Plan
9. Segregation Plan/Affidavit
10. Glorieta 2.0 request for Variances
11. Facilitated Public Meeting material
12. Glorieta 2.0 Site Development Request
13. Applicable requirements under the Santa Fe County Sustainable Land Development Code, Ordinance No. 2016-9 (SLDC), which govern this Application
14. Ownership/Authorization
15. TAC Letter
16. Neighborhood Meeting material
17. Plan Set
18. Community Concerns
19. Notice
20. Fire Marshall Review Letter

SFC CLERK RECORDED 09/14/2018

21. Letters of Support

22. Hearing Officer Written Order

23. January 4th, 2018, Hearing Officer Minutes

24. Planning Commission Written Order

25. February 15, 2018, Planning Commission Minutes

26. Glorieta 2.0 request to Amend Condition

27. New letters supporting Glorieta 2.0

28. Environmental Impact Report (**Entire EIR on attached CD**)

SBC CLERK RECORDED 09/14/2018

Glorieta 2.0

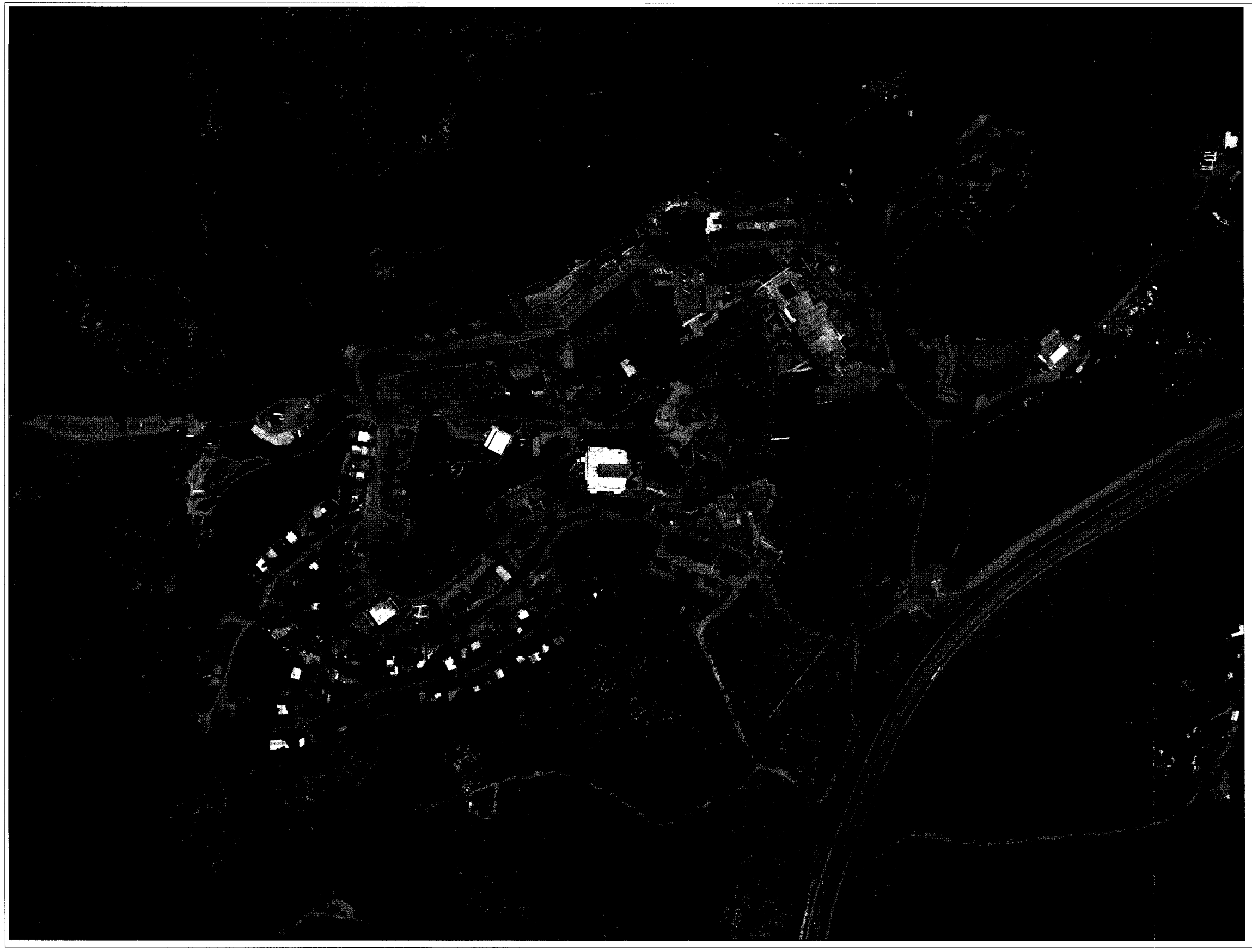
Appeal Response



SFC 8/14/2018

Board of County Commissioners

August 14, 2018



Santa Fe County

1:2,400

1 inch = 200 feet

0 100 200 400 600 Feet

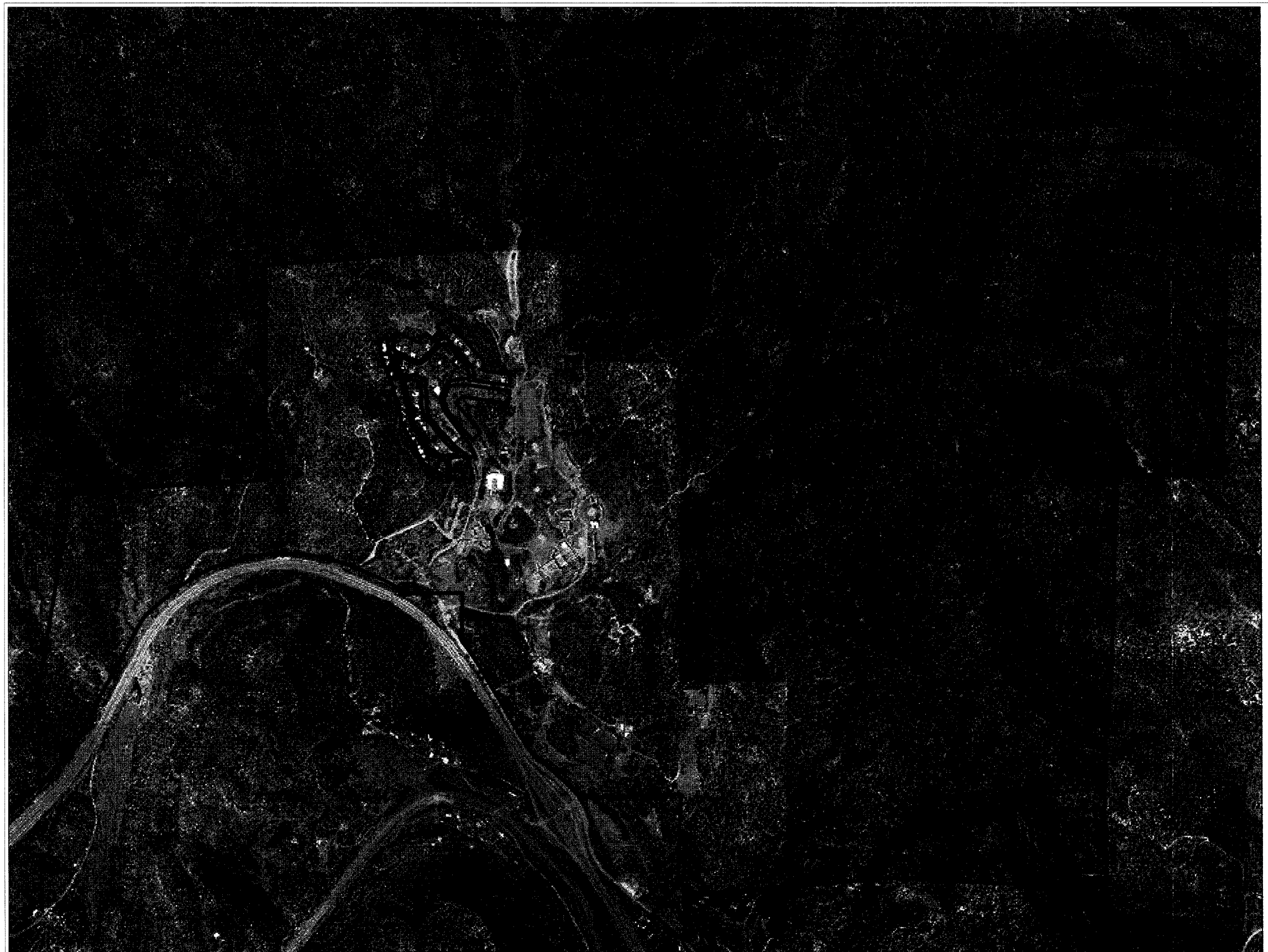
0 0.03 0.06 0.12 Miles

2014 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

SANTA FE COUNTY

July 18, 2018



Santa Fe County

Legend

- Parcel
- Ag / Ranch, A/R (1 dwelling per 160 acres base density)
- Rural, RUR (1 dwelling per 40 acres base density)
- Rural Fringe, RUR-F (1 dwelling per 20 acres base density)
- Rural Residential, RUR-R (1 dwelling per 10 acres base density)
- Residential Fringe, RES-F (1 dwelling per 5 acres base density)
- Residential Estate, RES-E (1 dwelling per 2.5 acres base density)
- Residential Community, RES-C (1 dwelling per acre base density)
- Traditional Community, TC (1 dwelling per 0.75 acres base density)
- Commercial Neighborhood, CN
- Commercial General, CG
- Industrial Light, IL
- Industrial General, I
- Public / Institutional, PI
- Mixed Use, MU
- Planned Development District, PD

N
W E
S

1:6,000

1 inch = 500 feet

0 255 510 1,020 1,530 Feet

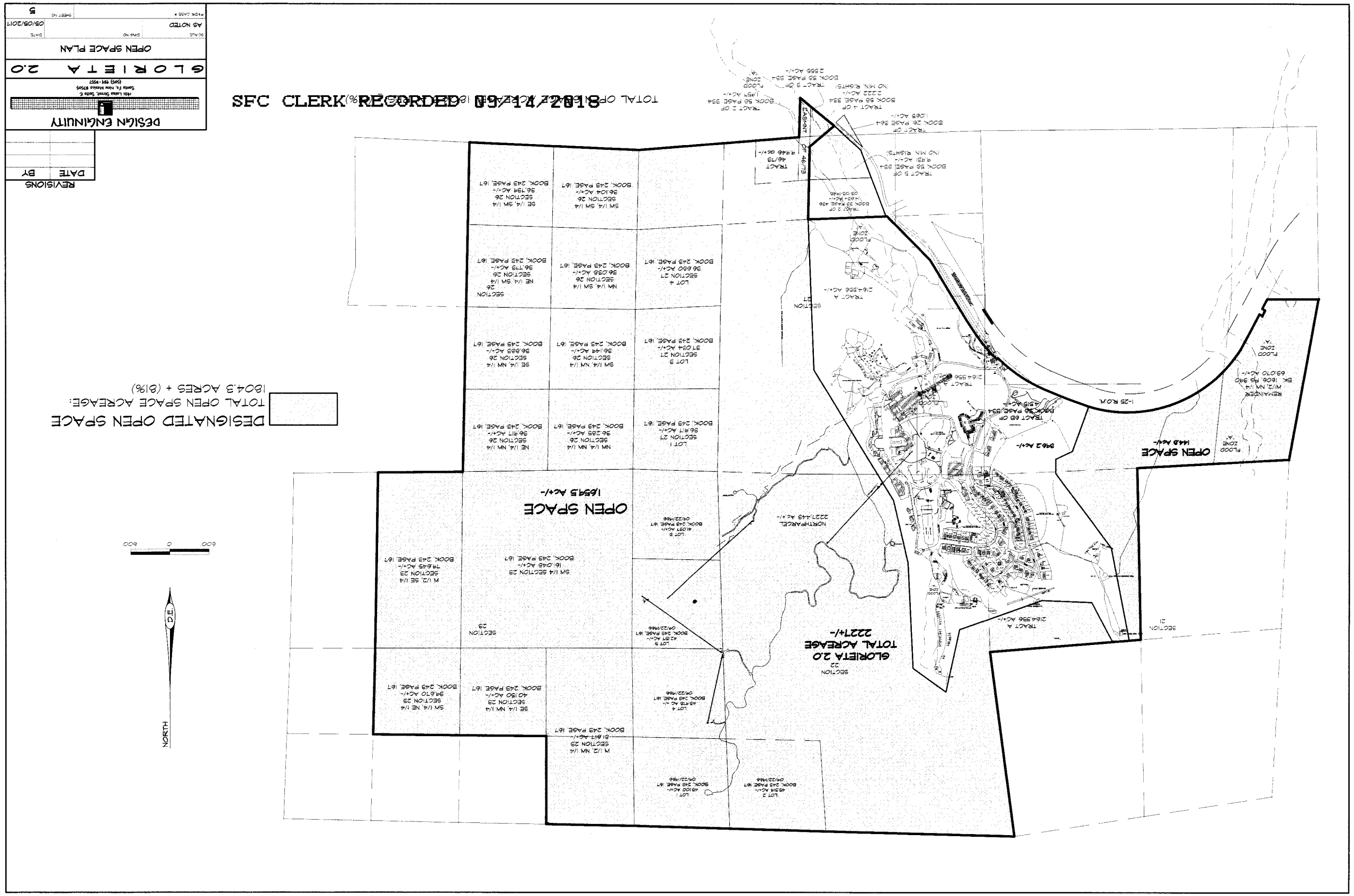
0 0.075 0.15 0.3 Miles

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

SANTA FE COUNTY

February 12, 2017



U:\Cid Server Projects\Files\DWG PROJECTS (backups & plots)\Glorieta 2.0\dwg\2018-07-31 GLORIETA OPEN SPACE.dwg, 8/3/2018 2:44:17 PM, Nitro PDF Creator (Pro 10)

Sustainable Land Development Code
Hearing Officer Meeting
January 4, 2018
CASE NO. V17-5190
Glorieta 2.0, Applicant

RECOMMENDED DECISION AND ORDER

THIS MATTER came before the Sustainable Land Development Code Hearing Officer for hearing on January 4, 2018, on the application of Glorieta 2.0 (Applicant) for variances of the Sustainable Land Development Code (SLDC). The Applicant seeks a variance of: (1) Chapter 7, Table 7-13: Rural Road Classification and Design Standards (SDA-2 and SDA-3) regarding width and grade of roads; (2) Section 7.17.9.2.3 (No structure may be constructed on a natural slope of 30% or greater); (3) Section 7.17.10.4.1, roads and driveways shall not be designed or constructed on slopes of over 25%; (4) Section 7.17.10.3.1 (Disturbed area on any lot shall not exceed 12,000 square feet); (5) Section 7.17.9.2.7 (No significant tree may be removed from slopes greater than 30%); (6) Table 8-17, Dimensional Standards-Public/Institutional (PI) regarding the flyline zip line structure exceeding the maximum allowable height of 48 ft.; and (7) Section 7.17.9.3.1 (Height for Structures on slopes of 15% or greater). The 2,227.44+ acre site is zoned as Public Institutional (650± acres)/Rural (1,500 ±)/Rural Fringe (78± acres) and is located at 11 State Road 50, (Property) within Section 22, Township 16 North, Range 11 East, SDA-2 (Commission District 4). The Hearing Officer, having reviewed the application, staff reports, and having conducted a public hearing on the request, finds that the application should be granted, and makes the following findings of fact and conclusions of law:

1. On June 19, 2017, the Applicant submitted a Site Development Plan, with a request for 4 variances. The Building and Development Staff (BDS) noted several deficiencies

SFC CLERK RECORDED 09/14/2018

with the submittals and requested the Applicant to address the deficiencies and re-submit the submittals.

2. On August 7, 2017, the Applicant re-submitted its Site Development Plan addressing deficiencies in submittals identified by the BDS, along with an application for the seven variances described above.

3. As required by the SLDC, the Applicant presented the application to the Technical Advisory Committee (TAC) on March 16, 2017, at the regular scheduled monthly meeting, which satisfied the requirements set forth in Chapter 4, Section 4.4.4.3 Pre-application TAC Meeting and Table 4-1.

4. On November 15, 2017, a Facilitated Public Meeting was conducted at the Pecos Independent School District Boardroom, as recommended by the Administrator pursuant to Section 4.4.8.3. Notification of the meeting was provided by letters and email sent by the Facilitator on November 9, 2017. Although the letters were sent out on November 9th, due to the holiday they were not processed and delivered until November 14, 2017, one day before the meeting. However, on November 6th, staff forwarded the Facilitation Meeting notification by email for dissemination to other interested individuals who might want to attend the meeting.

5. Notice requirements of the SLDC were met pursuant to Chapter 4, Section 4.6.3., General Notice of Application Requiring a Public Hearing. In advance of the hearing on the application, the Applicants provided an affidavit of posting of notice of the hearing, confirming that public notice posting regarding the application was made for fifteen days on the Property, beginning on December 15, 2017. Additionally, notice of hearing was published in the legal notice section of the Santa Fe New Mexican on December 15, 2017, as evidenced by a copy of

SFC CLERK RECORDED 09/14/2018

that legal notice contained in the record. Notice of the hearing was sent to owners of land within 500' of the subject Property and a list of persons sent a mailing is contained in the record.

6. The Project incorporates the following uses identified as permissible in the Public/Institutional zoning district:

1) Retreats
2) Camps, camping and related activities
3) Religious assembly and churches
4) Conferences
5) Child and youth services
6) Active leisure sports and related activities, swimming and water sports and related activities
7) Active open space and related activities
8) Athletic fields, passive open space, and conservation areas
9) Fitness, recreational sports, and related gym facilities
10) Covered or partially covered atriums and enclosures
11) Performing arts
12) Amphitheater
13) Community meeting spaces, assembly
14) Exhibition, convention or conference structures
15) Residential single family, single-family attached (duplexes), multifamily dwellings and residential accessory dwellings for staff and guests
16) Temporary structures, tents, etc. for shelter
17 Grazing and ranching of livestock
18) Continuation of ground leases for existing residential structures leased to constituents of the organization and/or Glorieta 2.0's predecessor

7. The uses listed above inclusive of public or community outdoor recreation facilities are allowed uses within Public Institutional Zoning District as per Appendix B Use Table of the SLDC. The use as public or community outdoor recreation facility is also an allowed use within the Rural Zoning District as per Appendix B Use Table of the SLDC.

8. The Applicant is requesting the variances described above to obtain approval of the Site Development Plan/Development Permit for the structures/roads/trails and the use of the structures/roads/trails. The approved Development Permit for the structures will then be subject

SFC CLERK RECORDED 09/14/2018

to review by the New Mexico Construction Industries Division for structural soundness and compliance with the International Building Code.

9. The following SLDC provisions are applicable to this case:

   A. Table 7-13: Rural Road Classification and Design Standards SDA-2 and SDA-3)

   B. Section 7.17.9 Steep Slopes, Ridge tops, Ridgelines, and Shoulders

   C. Section 7.17.10 Development at or above 7,400 feet

   D. Table 8-17: Dimensional Standards – PI (Public/Institutional)

   E. Chapter 4, Section 4.9.7. - Variance

   F. Table 4-1. Procedural Requirements by Application Type, defining the review/approval process for a variance request.

   G. Section 4.8 Administrative Development Approval

   H. Section 4.4.8 Land Use Facilitation

   I. Section 4.4.4 Pre-Application Neighborhood Meeting

10. The variances sought are for development on the Property which occurred without the appropriate development permits. The unpermitted development included multiple structures utilized for zip lines, a structure which includes lake slides and diving boards, multiple decks, tree removal, the construction of trails (grading) for extreme biking, construction of the Zip Tour Road, and modification of existing Hagen Creek Road and for trails providing access to recreational amenities.

(1) **Rural Road Classification and Design Standards**. The existing Hagen Creek Road was built in the 1930's by the U.S. Forest Service to access the directly adjacent Santa Fe National Forest. The variance from SLDC Table 7-13: Rural Road Classification and Design Standards (SDA-2 and SDA-3) relates to Hagen Creek Road and the new Zip Tour Road, which are classified as a "local" roadway. Standards call for two driving lanes with a minimum width

SFC CLERK RECORDED 09/14/2018

of 10', a maximum grade of 10% and 3" base course. The variance requests the roads to be improved to a 15' width with a maximum grade of 15% or improved to a 20' width with a maximum grade of 20%. The proposed layout and improvements were directed by the Santa Fe County Fire Marshal.

The Applicant and Staff have addressed the variance criteria as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that Hagen Creek Road was built by the U.S. Forest Service in the 1930's for access to the adjacent Santa Fe National Forest. The existing 2 roads are aligned tightly with the natural grades to minimize scarring of the mountain and natural terrain, thus avoiding significant disturbance of the natural grades, vegetation and wildlife. The improvements widen the drive line and lower the existing grades.

ii. Staff stated that the width and grade of the roads are a matter of public safety. Staff noted that the Zip Tour Road was created without a Development Permit from Santa Fe County to access the unpermitted Zip Tour structures.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that requiring both roadways to be improved to a 20' width and no greater than 10% grade would result in significant disturbance to areas that would need to be reclaimed. The compliant road would switch back and forth along both faces of the mountain and would be visually undesirable.

SFC CLERK RECORDED 09/14/2018

ii. Staff stated that rural road standards should be applied to all roads within SDA-2 and SDA-3. The Zip Tour Road was built to allow access to unpermitted recreational facilities without a Development Permit from Santa Fe County.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated that the proposed roadway configurations were designed in collaboration with the Santa Fe County Fire Marshal. Hagen Creek Road has been used successfully for 80 years in its current configuration. Both roads in their current form provide safe and emergency access and avoid further scarring and disturbance.

ii. Staff responded that the variance should have been requested before any disturbance to the site. The Zip Line Tour was created without Santa Fe County approval.

(2) **No Structure May Be Constructed On A Natural Slope Of Thirty Percent (30%) Or Greater)**

Structure/Improvement	Square Footage Implicated
#27 Zip Tour Road	94,487
#34 Challenge Treehouse	458
#35 Overnight Treehouse	421
#37 Mudpit Platform	694
#38 Green Trail Bridge 1	224
#39 Green Trail Bridge 2	249
#51 Reclamation Area	166
#56 Zip Tour Platform	12,660
#65 Oklahoma Parking/Bike	5,836
#67 Trails	16,632
#69 Hagen Creek Road	77,865
#71 Bike Terrain Park	1,891
	211,583

Applicant and Staff addressed the variance criteria as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated the Project would create small or minimal disturbance. The structure of the Treehouses is supported by existing trees. The improvement to the

SFC CLERK RECORDED 09/14/2018

Footbridges provides access to an existing (not new) trail, part of the trail network connecting to the National Forest. The reclamation area has been reclaimed and stabilized.

ii. Staff stated that the construction prior to consultation with County staff is contrary to the public interest. Disturbance by the Project may cause instability to the slopes and may also cause additional drainage which could affect properties downstream of the site.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that for the Zip Tour Road to be compliant, the alignment would have to be moved and extended significantly, creating more disturbance. There is no other possible location of the Mudpit Platform for access to the muddy water hole. The Treehouses were built with minimum disturbance of 30% slopes. For the bridges to be compliant, they would need to be larger in span and overall size, increasing the disturbance. Generally, the disturbance of the 30% slopes is minimal. Reconfiguring Hagen Creek Road would result in abandonment of sections of the road, which would cause more disturbance and require remediation.

ii. Staff stated the Applicant created the extraordinary and exceptional situation on the Property by constructing unpermitted structures, which caused the alleged hardship.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated the existing roadways and improvements promote safe access and protect the natural character of the land. No further disturbance is necessary or desirable.

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

ii. Staff stated the "existing" improvements were constructed without County approval and were not reviewed for code compliance and structural soundness. Complete remediation of all disturbed sites will not cause further disturbance.

(3) **Roads And Driveways Shall Not Be Designed Or Constructed On Slopes Over Twenty-five Percent 25%)**

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that maintaining the current alignment and making the proposed modifications to the width and grades of Zip Tour Road and Hagen Creek Road will minimize additional disturbance. The existing slope disturbance is necessary for adequate access to existing zip line and recreational structures.

ii. Staff stated that the proposed improvements won't bring the roads into compliance with the SLDC road standards and that the Applicant constructed the Zip Tour Road to access unpermitted Zip Lines.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that SLDC compliance for the Zip Tour Road and Hagen Creek Road would require moving the alignment and abandoning sections of the roads, leaving disturbed areas requiring reclamation.

ii. Staff stated the Applicant created the extraordinary and exceptional situation on the Property by constructing unpermitted roads on slopes over 25% and therefore created a self-inflicted hardship.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

SFC CLERK RECORDED 09/14/2018

i. Applicant stated the proposed modifications to these existing roadways were designed in collaboration with the Santa Fe County Fire Marshal. They provide safe and emergency access to the National Forest and recreational structures.

ii. Staff stated the Applicant should have sought Development Permits for the Zip Tour Road prior to construction and disturbance of the land.

(4) **Disturbed Area On Any Lot Shall Not Exceed Twelve Thousand (12,000) Square Feet.**

The following improvements/structures are implicated in this variance request:

#27 Zip Tour Road
#34 Challenge Treehouse
#35 Overnight Treehouse
#38 Green Trail Bridge 1
#39 Green Trail Bridge 2
#56 Zip Tour Platforms
#65 Oklahoma Parking and Terrain Park
#69 Hagen Creek Road
#71 Bike Terrain Area

The Applicant and Staff have addressed the variance criteria on the 12,000 square feet disturbance limit as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that the improvements are all existing; removal or remediation would cause significant disturbance to the Property.

ii. Staff stated that failing to consult County staff and failing to apply for proper permits resulted in illegally constructing structures, trail and road and are therefore contrary to the public interest.

SFC CLERK RECORDED 09/14/2018

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that the 12,000-square foot limitation creates an unreasonable limit and hardship since the property is over 2,200 acres, most of which is over 7,400 feet high.

ii. Staff stated that the Applicant created the extraordinary and exceptional condition of the property by not conferring with staff beforehand concerning buildable areas.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated that the identified improvements requested in the variance are consistent with the historical and new uses of the Property and structures.

ii. Staff stated that the improvements are considered development and required a development permit before construction.

(5) **Removal Of Significant Trees From Slopes Over 30%.** This variance request relates to the 101 significant trees that the Applicant removed for construction of the #56 Zip Tour facilities.

The Applicant and Staff have addressed the criteria on the tree removal variance as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that the removal was done in 2014 and the area has been stabilized. Further, the trees were cut, not removed, so no ground disturbance occurred. Also, Glorieta is currently engaged with the Forest Service concerning a thinning program to create a sustainable forest environment.

SFC CLERK RECORDED 09/14/2018

ii. Staff stated that the trees were removed for a recreational purpose, rather than an environmental objective. The loss of the trees is irreversible. The use and structures served by the tree removal were unpermitted and are therefore contrary to the public interest.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that strict application of the SLDC would not allow the zip lines in their current location adjacent to the National Forest. The removal assisted Glorieta's outdoor recreational activities.

ii. Staff stated that the tree removal would not have been permitted under the SLDC.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated that the removal of the trees had a minimal impact, has not impacted natural drainage patterns and does not impact natural landmarks and features.

ii. Staff stated that the Zip Line Tour and tree removal fail to comply with the SLDC.

(6) 48' Maximum Allowance Height For A Structure In The PI Zoning District. The variance request relates to #30 Holcomb Flylines to allow for a height of 75 feet.

The Applicant and Staff have addressed the criteria on the height variance as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that the structure consists of platforms to access the zip line amenity; the adjacent building roof is 89'2", so the height of the zip structure is insignificant in comparison.

SFC CLERK RECORDED 09/14/2018

ii. Staff stated that the flyline was constructed without proper permits and review of structural soundness for safety.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that the zip line construction was constructed on the lower section of the 89'2" tall building. Compliance with the 48' maximum would require removal and relocation to another building at Applicant's expense.

ii. Staff stated that no analysis of the significant structural improvements was done by Santa Fe County or the New Mexico Construction Industries Division, as required for all PI developments.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated that the Project contributes to the County's economic development and does not negatively impact any sensitive lands, natural archeological, cultural or historical resources on the property.

ii. Staff stated that it is unknown if the Flyline structure is structurally sound and if the non-conforming Holcomb Building can structurally support the Flyline structure.

(7)

Structure	Height
#34 Challenge Treehouse	35'0"
#35 Overnight Treehouse	26'2"
#36 Tree Rappel Structure	50'0"
#56 Zip Tour Platforms	
Platform 3	28'11"
Platform 4	29'11"
Platform 5	29'11"

* *Platforms 1 and 2 are below the allowable 18'0"*

SFC CLERK RECORDED 09/14/2018

The Applicant and Staff have addressed the criteria on the height variance as follows:

a. *Where the request is not contrary to the public interest.*

i. Applicant stated that the heights identified are the highest from natural grade, lower than the existing tree vegetation around them and not visible from any viewpoint outside or within the property.

ii. Staff stated that the Applicant has not provided evidence whether the structures built on mature significant trees are affecting the health of the tree. The structures were constructed without County approvals.

b. *Where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner.*

i. Applicant stated that the structures blend in with the existing densely wooded area. Complying with the 18' mandated height would require their removal and relocation, creating more disturbance to the property.

ii. Staff stated that the Applicant's siting of the structures created the hardship, requiring additional significant variances.

c. *So that the spirit of the SLDC is observed and substantial justice is done.*

i. Applicant stated that the Project contributes to the County's economic development and does not negatively impact any sensitive lands, natural archeological, cultural or historical resources on the property.

ii. Staff stated that the Applicant should have sought County approval before construction to comply with the SLDC.

SFC CLERK RECORDED 09/14/2018

11. At the public hearing, several individuals, including Brent Bonwell, Mike Chapman, Vince Torres, David Bell, Bo Collins, Dean Fry and Eric Ladd, spoke in support of the Project. Several individuals, including Glen Strock, Jeffry Hanus and Aleda Strock spoke in opposition to the Project. In addition, the Village of Pecos submitted a letter in support of the Project.

12. Most of the support for the application came from local bike shops and bike enthusiasts who use the trails accessed through the Project.

13. The Applicant provided testimony that the variances sought by the application are all variances they would have sought if they had applied for the proper permits prior to the work being performed.

14. **While the Hearing Officer does not condone the circumvention of obtaining the proper and required permits under the SLDC prior to development, as occurred here, the Applicant has now submitted the appropriate applications and is addressing the unpermitted development.**

15. **Based on the application and the evidence and testimony presented at the public hearing as described herein, the Hearing Officer finds there is sufficient evidence of extraordinary and exceptional conditions that would result in undue hardship to the Applicant from a strict application of the Code.**

WHEREFORE, the Hearing Officer, based on the evidence presented, recommends approval of the seven requested variances.

SFC CLERK RECORDED 09/14/2018

Respectfully submitted,

Nancy R. Long
Hearing Officer

Date: 1-30-18



SLDC HEARING OFFICER 0
PAGES: 15

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of February, 2018 at 03:00:08 PM And Was Duly Recorded as Instrument # 1849123 Of The Records Of Santa Fe County

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

SFC CLERK RECORDED 09/14/2018

Henry P. Roybal
Commissioner, District 1
Anna Hansen
Commissioner, District 2
Robert A. Anaya
Commissioner, District 3

Anna T. Hamilton
Commissioner, District 4
Ed Moreno
Commissioner, District 5
Katherine Miller
County Manager

Case # VAR 17-5190 Glorieta 2.0, Variances

ORDER

THIS MATTER came before the Santa Fe County Planning Commission (Commission) for hearing on March 15, 2018, on the Application of Glorieta 2.0 for variances of the following sections of Ordinance No. 2016-9 the Sustainable Land Development Code (SLDC): Table 7-13: Rural Road Classification and Design Standards (SDA-2 and SDA-3) regarding width and grade of roads; Section 7.17.9.2.3 (No structure may be constructed on a natural slope of 30% or greater); Section 7.17.10.4.1 (Roads and driveways shall not be designed or constructed on slopes over 25%); Section 7.17.10.3.1 (Disturbed area on any lot shall not exceed 12,000 square feet); Section 7.17.9.2.7 (No significant tree may be removed from slopes greater than 30%); Table 8-17, Dimensional Standards-Public/Institutional (PI) regarding the flyline zip line structure exceeding the maximum allowable height of 48 ft.; and Section 7.17.9.3.1 (Height for Structures on slopes of 15% or greater). The 2,227.44 ± acre site is zoned as Public Institutional (650 ± acres)/Rural (1,500 ± acres)/Rural Fringe (78 ± acres) and is located at 11 State Road 50, within T16N, R11E, Section 22, SDA-2 (Commission District 4).

The Commission, having reviewed the Application, staff reports, the Hearing Officer's Recommended Determination, and having conducted a public hearing on the Application, finds that the application shall be approved in part and denied in part, and makes the following findings of fact and conclusions of law:

SFC CLERK RECORDED 09/14/2018

I. Background

1. The 2,227.44 ± acre Glorieta site has historically been known as the Glorieta Baptist Center. The site was established pre 1981 (1960's) and as per Santa Fe County Ordinance 1996-10, the Santa Fe County Land Development Code, this site, inclusive of structures and uses (to the extent not modified after 1980 and to the extent utilized in a manner consistent with maintaining legal non-conforming status), is considered as non-conforming or pre-code. The site consists of approximately 18 lodges/dorm facilities, approximately 100 small lots with most lots having dwellings on them, a dining hall, an auditorium, meeting rooms, and other structures which were utilized by the Conference Center. The site was utilized as a religious facility, retreat, lodging for attendees of camps and retreats, and other activities associated with the facility.
2. On February 15, 2017, Santa Fe County Growth Management Staff and the Santa Fe County Fire Marshal conducted a site visit at 11 State Road 50 and 101 Oak on the facility known as Glorieta 2.0 Inc., in accordance with the Santa Fe County Sustainable Land Development Code, Ordinance No. 2016-9 (SLDC), Section 14.1. Staff observed various incidents of unpermitted development including, but not limited to: multiple new structures utilized for zip lines, a structure which includes lake slides and diving boards, multiple decks, a remodeled building utilized as a Coffee Shop/General Store, the construction of trails (grading) for extreme biking, tree houses, and a skeet shooting range. Staff also documented a large area of land that was being utilized to dispose of solid waste material, which is a Public Nuisance and may

SFC CLERK RECORDED 09/14/2018

contain Hazardous Materials. Glorieta 2.0 was issued a Notice of Violation/Stop Work Order for non-compliance of Section 4.8 (unpermitted development) of the SLDC and Ordinance 1993-11 (Anti-Litter).

3. On August 7, 2017, the Applicant submitted a request for seven variances of the SLDC which include the following: Table 7-13: Rural Road Classification and Design Standards (SDA-2 and SDA-3), Section 7.17.9.2.3 (No structure may be constructed on a natural slope of thirty percent (30%) or greater), Section 7.17.10 Development at or over 7,400 feet/Section 7.17.10.4.1 (Roads and driveways shall not be designed or constructed on slopes over twenty-five percent 25%)/ Section 7.17.10.3.1 (Disturbed area on any lot shall not exceed 12,000 square feet), Section 7.17.9.2.7 (No significant tree may be removed from slopes greater than thirty (30) percent), Table 8-17, Dimensional Standards-Public/Institutional (PI), and Section 7.17.9.3.1 (Steep Slopes, Ridgetops, Ridgelines and Shoulders. Height for Structures on slopes of 15% or greater).
4. The 2,227.44 ± acre site is zoned as Public Institutional (650 ± acres)/Rural (1,500 ± acres)/Rural Fringe (78 ± acres) and is located at 11 State Road 50, within T16N, R11E, Section 22, SDA-2 (Commission District 4).
5. The Applicant is the owner of the property 11 State Road 50, as indicated by the Correction Special Warranty Deed recorded in the records of the Santa Fe County Clerk on March 24, 2014.

SFC CLERK RECORDED 09/14/2018

6. The Applicant authorized JenkinsGavin. Inc. to act as an agent for the application as evidenced by a letter dated April 20, 2017 from Anthony Scott, Executive Director of Glorieta 2.0.

7. On November 15, 2017, a Facilitated Public Meeting was conducted at the Pecos Independent School District Boardroom. Facilitation was recommended by the Administrator as per Section 4.4.8.3. (Types of Cases Referred) which states, "in general, any application which presents controversy, in which residents have questions or concerns, or that the applicant feels is appropriate for facilitation, may be referred to facilitation." The November 15, 2017, facilitation addressed changes made to the facility and concerns of neighbors.

II. Applicable Provisions of the SLDC

8. Chapter 7, Table 7-13: Rural Road Classification and Design Standards (SDA-2 and SDA-3) illustrates that Local roads shall maintain two (2) ten (10) driving lanes, with a minimum R-O-W of fifty (50) feet, and shall not exceed a maximum grade of nine (9) percent.

9. Chapter 7, Section 7.17.9.2.3. No structure may be constructed on a natural slope of thirty percent (30%) or greater.

10. Chapter 7, Section 7.17.10.4.1. Roads and driveways shall not be designed or constructed on slopes over twenty-five percent 25%.

11. Chapter 7, Section 7.17.10.3.1. The disturbed area on any lot shall not exceed twelve thousand (12,000) square feet, disturbance for the required primary driveway shall not be included in the disturbed area square footage. The

SFC CLERK RECORDED 09/14/2018

August 14, 2018

Santa Fe County Board of County Commissioners
102 Grant Avenue
Santa Fe, NM 87501

Re: Appeal of Glorieta 2.0 Variances

Santa Fe County Commissioners,

I am writing this letter to show our support for Glorieta 2.0 and the Land Use Variances on their property. In the time that Glorieta Conference Center has been reopened as Glorieta 2.0 they have hosted multiple bicycling events and mountain bike races including Big Mountain Enduro, NM mountain bike and cyclocross races, and the upcoming 2018 Outside Bike & Brew Festival.

It is clear that Glorieta 2.0 has made a commitment to support outdoor recreation and adventure tourism in Santa Fe County. Because Glorieta 2.0 has provided an excellent event venue and trail system it is possible for the Outside Bike & Brew Festival to draw thousands of cyclists and active travelers to our community. We urge you to approve the variances and rule in favor of Glorieta 2.0.

Sincerely,

Tim Fowler
Outside Bike & Brew, Event Director
Velo New Mexico, Inc., Executive Director

SFC CLERK RECORDED 09/14/2018

August 14, 2018

Santa Fe County Board of County Commissioners
102 Grant Avenue
Santa Fe, NM 87501

Re: Appeal of Glorieta 2.0 Variances

Santa Fe County Commissioners,

I am writing this letter to show our support for Glorieta 2.0 and the Land Use Variances on their property. In the time that Glorieta Conference Center has been reopened as Glorieta 2.0 they have hosted multiple bicycling events including Big Mountain Enduro, many NM mountain bike and cyclocross races, and Outside Bike & Brew Festival.

Glorieta 2.0 has made a commitment to support outdoor recreation and mountain biking in Santa Fe County. Because Glorieta 2.0 has provided an excellent event venue and trail system mountain bikers can ride great trails year round in Santa Fe County. We urge you to approve the variances and rule in favor of Glorieta 2.0.

Sincerely,

Brent Bonwell, President
Santa Fe Fat Tire Society
a chapter of the International Mountain Bicycling Association (IMBA)

SFC CLERK RECORDED 09/14/2018

location and calculation of the disturbed area on the lot shall be identified on the site development plan.

12. Chapter 7, Section 7.17.9.2.7. No significant tree may be removed from slopes greater than thirty (30) percent.

13. Chapter 8, Table 8-17, illustrates that the maximum height of a structure, within the Public/Institutional Zoning District, shall not exceed forty eight (48) ft.

14. Chapter 7, Section 7.17.9.3.1. The height of any structure located on land that has a natural slope of fifteen percent (15%) or greater shall not exceed eighteen feet (18'). The distance between the highest point of the structure and the lowest point at the natural grade or finished cut shall not exceed thirty (30) feet, unless the portion of the slope over fifteen percent (15%) is incidental to the entire site.

15. **Chapter 4, Section 4.9.7.1, Variances, Purpose, states:**

The purpose of this Section is to provide a mechanism in the form of a variance that grants a landowner relief from certain standards in this code where, due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner. The granting of an area variance shall allow a deviation from the dimensional requirements and standards of the Code, but in no way shall it authorize a use of land that is otherwise prohibited in the relevant zoning district.

16. **Chapter 4, Section 4.9.7.4, Variance Review criteria states:**

A variance may be granted by only a majority of all the members of the Planning Commission (or the Board, on appeal from the Planning Commission) **based upon the following criteria:**

1. **where the request is not contrary to public interest;**

SFC CLERK RECORDED 09/14/2018

2. where due to extraordinary and exceptional situations or conditions of the property, the strict application of the code would result in peculiar and exceptional practical difficulties or exceptional and undue hardship on the owner; and
3. so that the spirit of the SLDC is observed and substantial justice is done.

17. Chapter 4, Section 4.9.7.5 Conditions of approval.
    1. The Planning Commission may impose conditions on a variance request necessary to accomplish the purposes and intent of the SLDC and the SGMP and to prevent or minimize adverse impacts on the general health, safety and welfare of property owners and area residents.
    2. All approved variances run with the land, unless conditions of approval imposed by the Planning Commission specify otherwise.
    3. All approved variances automatically expire within one year of the date of approval, unless the applicant files a plat implementing the variance or substantial construction of the building or structure authorized by the variance occurs within that time.

III. The Public Hearing Process

18. On January 4, 2018, this request was presented to the Sustainable Land Development Hearing Officer. The Hearing Officer memorialized findings of fact and conclusions of law in a written order on this request. The Hearing Officer, based on the evidence presented recommended approval of the seven requested variances.

19. Prior to the hearing before the Commission, notice requirements of the SLDC were met pursuant to Chapter 4, Section 4.6.3., General Notice of Application Requiring a Public Hearing. In advance of the hearing on the application, the Applicant provided an affidavit of posting of notice of the hearing, confirming that public notice posting regarding the application was made for fifteen days on the Property, beginning on January 31, 2018. Additionally, notice of the

SFC CLERK RECORDED 09/14/2018

hearing was published in the legal notice section of the Santa Fe New Mexican on January 31, 2018, as evidenced by a copy of that legal notice contained in the record. Notice of the hearing was sent to owners of land within 500' of the subject Property and a list of persons sent a mailing in contained in the record.

20. At the public hearing before the Commission, staff recommended that the Commission deny the Applicant's variance requests.

IV. Compliance with the SLDC

21. The Applicant testified at the public hearing that Glorieta 2.0 is primarily a youth service organization that provides services to various groups, including youth groups, veteran's groups, civic groups, government groups, men's groups, and church groups.

22. The Commission recognizes the value of the camp and the joy that it brings to the kids that have gone there. The Commission finds that it is in public interest to have the facility for the kids.

23. The Applicant requested a variance to Table 7-13 to allow Hagen Creek Road and Zip Tour Road to be improved in portions to a 15' width with a maximum grade of 15%, or improved in portions to a 20' width with a maximum grade of 18%.

24. The Applicant stated that the Hagen Creek Road was built by the US Forest Service in the 1930s for access to the Santa Fe National Forest, which is directly adjacent to the subject property. The Applicant proposes to use Hagen Creek road to provide access to recreational amenities.

SFC CLERK RECORDED 09/14/2018

25. The Applicant, based upon the recommendation of the Santa Fe County Fire Marshall, proposes to improve the Zip Tour Road and Hagan Creek Road to a 15' width with a maximum grade of 15% on some portions, and to a 20' width with a maximum grade of 18% on other portions. The 20' width will allow for a passing lane on portions of the road.

26. The Applicant stated that the terrain of Zip Tour Road and Hagen Creek Road is very mountainous and improvement of both roads to the standards of the SLDC Table 7-13 would require significant disturbance to the natural grades, vegetation, and wildlife with potential construction of a longer, wider road with numerous switchbacks scarring the mountain side.

27. **The Commission finds that the mountainous terrain creates practical difficulties for improving Hagen Creek Road and Zip Tour Road to allow for two 10' passing roads and that improving the roads would result in significant disturbance to the terrain.**

28. **The Commission finds that the Fire Marshall's recommendations for road improvements will balance the practical difficulties of improving the road and disturbance to the terrain with the need for emergency access and public safety.**

29. The Applicant stated that the Zip Tour Road is used for daily inspections and maintenance of the zip lines and roads. Maintenance of the zip line will require truck and heavy equipment traffic daily during approximately eight months of the year. The roads will require maintenance approximately two times per year.

SFC CLERK RECORDED 09/14/2018

30. The Commission finds that regular maintenance of the road is required to ensure that fire truck and other emergency vehicles have access and that neighbors can access their properties through Hagen Creek Road.

31. The Commission finds that it is necessary to allow access to Zip Tour Road for the daily inspection and maintenance of the zip lines.

32. The Commission finds that limiting the Applicant's use of Hagen Creek Road will minimize the impact that the proposed development will have on neighboring properties that also use Hagen Creek Road.

33. The Commission further finds that improvements to Zip Tour Road and Hagen Creek Road will only bring the roads up to minimum standards necessary for emergency access and not up to standards for general access. Accordingly, the Commission finds that it is necessary to limit the Applicant's use of these roads.

34. The Applicant proposes to allow disturbance on a natural slope of 30% or greater for the following uses or structures: #27 Zip Tour Road, #34 Challenge Treehouse, # 35 Overnight Treehouse, #37 Mudpit Platform, # 38 Green Trail Bridge 1, # 39 Green Trail Bridge 2, #51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, #69 Hagen Creek Road, and #71 Bike Terrain Park.

35. The property is over 7,400 feet in elevation and has extreme slopes and mountainous terrain.

36. **The Commission finds that the elevation and topography of the property creates a practical difficulty for the Applicant.**

SFC CLERK RECORDED 09/14/2018

37. The Commission finds that redesigning Hagen Creek Road and the Zip Tour Road to avoid disturbance of natural slopes 30% or greater would create a substantial impact to the terrain.

38. The Commission further finds that redesigning Hagen Creek Road and the Zip Tour Road to avoid disturbance of slopes over 25% would create a substantial impact to the terrain.

39. The #34 Challenge Tree House and #35 Overnight Treehouse are located along trails in a wooded area.

40. The Commission finds that there is no fire or emergency access to the treehouses and accordingly, their continued use is unsafe.

41. The Applicant stated that the Mudpit disturbed 694 square feet of terrain at 30% slope and that the disturbed slopes have been stabilized.

42. The Environmental Impact Report (EIR) submitted by the Applicant stated that the disturbance to 30% slope caused by the Mudpit had stabilized. However, the EIR also indicated that the Mudpit may cause sediment deposition into the Glorieta Creek and suggested mitigation measures.

43. The Commission finds that the disturbance of 694 square feet by the Mudpit is minimal and that the terrain is stable to the extent that slope disturbance was evaluated by the EIR. However, the location and impact of the Mudpit and conditions imposing mitigation measures should be further evaluated through the process of obtaining a site development permit.

44. The Applicant stated that the Green Trail Foot Bridge 1 and Green Trail Foot Bridge 2 disturb 224 square feet and 249 square feet, respectively, and provide

SFC CLERK RECORDED 09/14/2018

access to the existing trail network that connects to the Santa Fe National Forest. The foot bridges are located across drainage ways.

45. **The Commission finds that the disturbance of 30% slope by the Green Trail Foot Bridge 1 and Green Trail Foot Bridge 2 are minimal. The Commission further finds that is in in the public interest to provide access to the existing trail network in lieu of construction of new trails and that it would be a practical difficulty for the Applicant to locate either Foot Bridge in an area with less than 30% slope due to the location of existing trails and drainage ways.**

46. The Applicant stated that the #51 Reclamation area has been reclaimed and stabilized with seeding and that the disturbance of 30% slopes are the result of the reclamation process. Staff confirms that site has been cleared of solid waste and re-vegetated.

47. The #51 Reclamation area disturbed a total of 166 square feet of 30% slope.

48. **The Commission finds that the disturbance caused by the #51 Reclamation area is minimal and that the reclamation of the area is in the public's interest. The Commission further finds that reclamation cannot be relocated.**

49. The Applicant stated that the #56 Zip Tour platforms were strategically located on areas of flatter terrain to allow for safe access and maintenance. In order to provide for the retreat's recreational activities, the structures were required to be placed within the mountain terrain. The #56 Zip Tour platforms are not publically visible.

SFC CLERK RECORDED 09/14/2018

50. **The Commission finds that it would be a practical difficulty to locate zip lines on flatter terrain due to the nature of the activity and that the location provides safe access for maintenance. The Commission further finds that the #56 Zip Tour platforms do not negatively impact the view shed.**

51. The Applicant stated the new trail connects to an extensive network of existing trails and that abandonment of the trail and the clearing, grading and cutting of new trails would create more disturbance for the natural terrain and potential for erosion. The trails disturb 16,632 square feet of 30% slope over 10.5 miles of trail.

52. The Commission finds that disturbance caused by the trails is not minimal. However, relocation of the trails will cause more harm to terrain and it is in the interest of the public to mitigate further impact.

53. **The Commission further finds that the relocation of trails on slopes less than 30% that connect to existing trails would be difficult and an undue hardship due to the topography and location of pre-existing trails.**

54. The Applicant stated that the #71 Bike Terrain Park disturbed 1,891 square feet of 30% slope terrain. The #71 Bike Terrain Park is adjacent to the extensive network of existing biking and hiking trails and abandoning the terrain park and relocating it to another area would create more disturbance.

55. **The Commission finds that relocating the terrain park would cause further harm.**

56. The total disturbed area of all structures and uses on the subjection property is 195,191 square feet, which exceeds the allowable 12,000 square feet of

SFC CLERK RECORDED 09/14/2018

disturbance per lot at 7,400 feet. The subject property consists of over 2,200 acres. The majority of the disturbance is the #27 Zip Tour Road and #69 Hagen Creek Road (172,352 square feet).

57. **As the Commission found above, the majority of the property is above 7,400 feet. The Commission further finds that the large size of the property at 7,400 ft. is an exceptional circumstance and it would cause an undue hardship to limit development on such a large parcel to 12,000 square feet.**

58. **The Commission finds that the structures and use above 7,400 feet do not negatively impact the view shed.**

59. With the construction of #56 Zip Tour facilities, 101 significant trees were removed from 30% slopes where trees were in conflict with the zip line required clearances.

60. The Commission finds that the number of significant trees removed was not minimal and that the breadth of destruction of these trees was not in the public interest.

61. The Commission finds that these significant trees should not have been removed.

62. The Applicant requested a variance for the #30 Holcomb Flylines to allow a height of 75 feet, which is in excess of the allowed 48 feet maximum height.

63. The Applicant stated that the zip line sits on top of the Holcomb building, which is the grand chapel that you ca see from I-25. The Applicant provided the Commission with images of the profile of the #30 Holcomb Flyline structure and a closer shot of the structure.

SFC CLERK RECORDED 09/14/2018

64. Based on the images provided by the Applicant and the visibility of the Holcomb Flyline structure from the public right of way, the Commission finds that the structure negatively impacts the view shed of the public.

65. The Applicant requested variances to allow the height of the following structures to exceed 18 ft. on slopes of 15% or greater: #34 Challenge Treehouse (35'), #35 Overnight Treehouse (26'-2"), #36 Tree Rappel Structure (50'), and #56 Zip Tour Platforms (Platform 3 28'-11", Platform 4 29'-11", and Platform 5 29'-11").

66. The Applicant stated that the structures were constructed in concert with the existing densely wooded area, allowing the structures to blend with the natural surroundings for recreational use. In addition, the activities associated with the structures require steep terrain and elevation changes.

67. **The Commission finds that the structures do not negatively impact the view shed. The Commission further finds that the activities require steep terrain and building them below 18' is a practical difficulty.**

68. The Commission finds that mitigation of erosion and drainage control, where necessary, is important to reducing the impact of disturbance and construction of structures on the steep terrain of the subject property.

VI. Public Comment

69. The record contains letters and testimony in support of the Application. Board of Santa Fe Conservation Trust, Andrew Thien, Sarah Thien, Josh Nelson, Gloria Romero, Joshua Baker, Sally Hudgins, Brian Romero, Jon Malvig, Scott Chapman, Chris Sheehan, Bill Roth, Mike Chapman, Meredith Nelson, Student

SFC CLERK RECORDED 09/14/2018

Life Organization, FUGE Camps, Joshua Rogers, Doug Sweet, Eddie Duran, Henry Lammon, Frank Herdman, Bicycle Technologies International, the Village of Pecos, and Anthony Scott provided letters or testimony in favor of the Application.

70. The basis for the support for the Application from members of the public can generally be characterized as follows:

    a. The Applicant provides a resources for hiking, biking, and outdoor adventure;

    b. The public benefits from the activities offered at the site;

    c. The bike trails, zip lines and other outdoor amenities are integral to the programs offered by the Applicant; and

    d. The Applicant contributes to economic development in the region.

71. The Commission finds that the letters and testimony in support from the public establish that the activities and resources associated with the structures and uses that are the subject of the application generally benefit the public.

72. The record contains testimony against the Application. Mike Adney, Jeffery Hanus, Anita Nugent, Robin Williamson, Laurie Ellers, Robert Dean Williamson, Karen Rose, Kristy Hanus, Trisha Keefe, Annie McCarthy, Timothy Nero, Glen Strock, Douglas Booth, Gary Storm, Jerry O'Shea, James Gongdon, and Ginny James all provided testimony in opposition to the Application.

73. The basis for the opposition to the project presented from members of the public can generally be characterized as follows:

SFC CLERK RECORDED 09/14/2018

a. Concern that the Applicant installed structures and instituted new uses without first going through the County's development review process and without public input;

b. The damage done to the environment by the construction of the structures;

c. Concern about the clear cutting of old growth trees; and

d. Concerns about the lack of safety oversight in the construction of the structures.

74. With regard to concerns that the Applicant installed structures without development approvals, the Commission finds that the Applicant's actions were inappropriate and recommends that the County take appropriate enforcement action. However, the Commission also finds that these actions are not relevant to the consideration of variance criteria in this instance.

75. With regard to the damage done to the environment by construction and installation of the structures, the Commission finds that while the structures may have negatively impacted the terrain, relocation of the structures may lead to further negative impacts on the terrain.

76. The Commission further finds that the public concern for clear cutting of old growth trees supports denial of the Applicant's request for a variance from the Code provision prohibiting the removal of significant trees from slopes greater than 30%.

77. Additional concerns raised by opponents, including, but not limited to, water consumption and uses for which a variance was not requested, are not

SFC CLERK RECORDED 09/14/2018

appropriately addressed through this Application. Such concerns may be more appropriately addressed in future development permit applications by the Applicant.

V. Conclusions of Law

78. Any finding or conclusion of law set forth above that may be construed to constitute a conclusion of law is hereby incorporated as such to the same extent as if it was expressly denominated as a conclusion of law.

79. As to the request for a variance from SLDC Table 7-13 - Rural Road Classification and Design standards (SDA-2 and SDA-3) to allow for **Hagen Creek Road and Zip Tour Road to be improved to a 15' width with a maximum grade of 15%, or improved to a 20' width with a maximum grade of 18%, the Commission finds that:**

   a. **The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done if the variance is granted** because the road widths proposed by the Applicant, in accordance with the requests of the Fire Marshall, will bring the roads up to minimum standards for emergency access, the Applicant will mitigate erosion and control drainage, and limiting the Applicant's use of the roads will mitigate the public safety concerns and impact on neighboring properties associated with the Applicant's use of substandard roads.

   b. **There would be peculiar and exception practical difficulties in not allowing the variance** because the mountainous terrain is an

SFC CLERK RECORDED 09/14/2018

exceptional circumstance of the land and improving the roads as required by Table 7-13 would result in excessive disturbance of the land.

c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

80. As to the request for a variance from SLDC Section 7.17.9.2.3 to allow disturbance of 30% by the #27 Zip Tour Road, #34 Challenge Treehouse, # 35 Overnight Treehouse, #37 Mudpit Platform, # 38 Green Trail Bridge 1, # 39 Green Trail Bridge 2, #51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, #69 Hagen Creek Road, and #71 Bike Terrain Park, the Commission finds:

a. With regard to the request for a variance to allow disturbance of 30% slope by the #34 Challenge Treehouse and #35 Overnight Treehouse, the variance is contrary to the public interest and the spirit of the SLDC is not observed because there is no fire or emergency access to the treehouses and their continued use is unsafe for the public.

b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are not met for the #34 Challenge Treehouse and #35 Overnight Treehouse.

c. With regard to the request for variance to allow disturbance of 30% slope by the #27 Zip Tour Road, #37 Mudpit Platform, # 38 Green Trail Bridge 1, #39 Green Trail Bridge 2, #51 Reclamation Area, #56

SFC CLERK RECORDED 09/14/2018

Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, #69 Hagen Creek Road, and #71 Bike Terrain park:

i. **The variance is not contrary to the public interest and the spirit of the SLDC is observed** and substantial justice is done because relocating the structures and uses may cause additional disturbance of the natural terrain and exacerbate the potential for erosion on the property and the Applicant will mitigate erosion and control drainage as necessary on all trails.

ii. **There would be peculiar and exception practical difficulties in not allowing the variance because the elevation and terrain of the subject property** and the existing structures and uses associated with structures for which the variances are requested are exceptional conditions of the land that create practical difficulties for the Applicant.

iii. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

81. As to the request for a variance from Section 7.17.19.4.1 to allow **Hagen Creek Road and Zip Tour Road to be designed or constructed on slopes over 25%, the Commission finds:**

a. **The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done** because relocating the roads may cause additional disturbance of the natural terrain and

SFC CLERK RECORDED 09/14/2018

exacerbate the potential for erosion and the Applicant will mitigate erosion as control drainage as necessary.

b. **There would be peculiar and exceptional practical difficulties in not allowing the variance** because the elevation and terrain of the subject property and the roads are exceptional conditions of the land that create practical difficulties for the Applicant.

c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

82. As to the request for a variance form SLDC section 7.17.10.3.1 to allow disturbance on slopes of over 25% which totals 195,191 square feet and exceeds the allowed 12,000 square feet, the Commission finds:

a. **The variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done** because disturbance of 195, 191 square feet is a small percentage of the 2,200 square foot parcel and the structures and uses above 7,400 feet do not negatively impact the view shed.

b. **There would be peculiar and exceptional practical difficulties in not allowing the variance because the large size of the property is an exceptional circumstance and it would cause undue hardship to limit development on such a large parcel to 12,000 square feet.**

c. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

SFC CLERK RECORDED 09/14/2018

83. As to the request for a variance from Section 7.17.9.2.7 to allow 101 significant trees may be removed from slopes greater than 30%, the Commission finds:

    a. The variance is contrary to the public interest and the spirit of the SLDC is not observed because of the breadth of tree removal, the fact the removal was done without input from the public, and the public distress over the tree removal.

    b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are not met.

84. As to the variance from SLDC Table 8-17, Dimensional Standards to allow for a height of 75 feet for the #30 Holcomb Flylines, the Commission finds:

    a. The variance is contrary to the public interest and the spirit of the SLDC is not observed because the flylines are visible from to the public from I-25 and negatively impact the view shed.

    b. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.74 of the SLDC are not met.

85. As to the variance from SLDC Section 7.17.9.3.1 to allow for the #34 Challenge Treehouse (35'), #35 Overnight Treehouse (26'-2"), #36 Tree Rappel Structure (50'), and #56 Zip Tour Platforms (Platform 3 28'-11", Platform 4 29'-11", and Platform 5 29'-11") to exceed 18 feet on slopes of less than 15%, the Commission finds:

    a. The variance is not contrary to the public interest and the spirit of the SLDC is observed because the structures were constructed in concert

SFC CLERK RECORDED 09/14/2018

with the existing densely wooded area, allowing the structures to blend with the natural surroundings for recreational use, and the structures do not negatively impact the view shed.

b. There would be peculiar and exceptional practical difficulties in not allowing the variance because the activities associated with the structures require steep terrain and height and thus constructing them below 18' or on terrain less with less than 15% slope is a practical difficulty.

a. Accordingly, the variance criteria set forth in Chapter 4, Section 4.9.7.4 of the SLDC are met.

WHEREFORE the Commission finds the following:

1. A portion of the Application is not well taken and the Commission hereby denies the requested variance from Section 7.17.9.2.3 (No structure may be constructed on a natural slope of 30% or greater) to allow disturbance of 30% by the #34 Challenge Treehouse and #35 Overnight Treehouse; Section 7.17.9.2.7 (No significant tree may be removed from slopes greater than 30%) to allow the removal of 101 significant trees; and Table 8-17, Dimensional Standards-Public/Institutional (PI) to allow the #30 Holcomb Flylines to exceed the maximum allowable height of 48 ft. Remediation and enforcement of SLDC provisions that were the subject of these denied requests is at the discretion of the Land Use Administrator.

2. A portion of the Application is well taken and the Commission hereby approves the requested variance from Table 7-13: Rural Road Classification and Design

SFC CLERK RECORDED 09/14/2018

Standards (SDA-2 and SDA-3) to allow for Hagen Creek Road and Zip Tour Road to be improved to a 15' width with a maximum grade of 15%, or improved to a 20' width with a maximum grade of 18% ; Section 7.17.9.2.3 (No structure may be constructed on a natural slope of 30% or greater)to allow the #27 Zip Tour Road, #37 Mudpit Platform, #38 Green Trail Bridge 1, #39 Green Trail Bridge 2, # 51 Reclamation Area, #56 Zip Tour Platform, #65 Oklahoma Parking/Bike, #67 Trails, and #69 Hagen Creek Road;; Section 7.17.10.4.1 (Roads and driveways shall not be designed or constructed on slopes over 25%) to allow #27 Zip Tour Road and #69 Hagen Creek Road; Section 7.17.10.3.1 (Disturbed area on any lot shall not exceed 12,000 square feet) to allow a total of 195,191 square feet of disturbance by the #27 Zip Tour Road, #69 Hagen Creek Road, #27 Zip Tour Road, #34 Challenge Treehouse, #35 Overnight Treehouse, #38 Green Trail Foot Bridge 1, #39 Green Trail Foot Bridge 2, #56 Zip Tour Platform, #65 Oklahoma Parking and Terrain Park, and #69 Hagen Creek Road, and #71 Bike Terrain Area; and Section 7.17.9.3.1 (Height for Structures on slopes of 15% or greater) to allow #34 Challenge Treehouse (35'0"), #35 Overnight Treehouse (26'-2"), #36 Tree Rappel Structure (50'-0"), #56 Zip Tour Platforms (Platform 3 (28'-11"), Platform 4 (29'-11"), Platform 5 (29'-11") to exceed 18 feet. The granted variances are subject to the following conditions:

a. **The Applicant will use Hagen Creek Road and the Zip Tour Road only for emergency purposes and public safety vehicles; that work done on the roads can only bring them to the necessary standard for that emergency use; work to mitigate any erosion problems that the current situation or that the improvements would cause; daily inspection and maintenance of the zip lines; and twice yearly maintenance of the road.**

SFC CLERK RECORDED 09/14/2018

b. That development permits for the grading of roads that are the subject of the various applications shall be submitted to the Building & Development Services for approval. Prior to submitting a development permit the applicant shall consult with the County Fire Marshal and design the roads to meet the Fire Marshal's requirement. The design of these roads shall also include a plan and profile illustrating how the applicant will mitigate drainage and erosion control.

c. The development permit for grading of the trails, biking and hiking, that are subject to the variance application shall be submitted to the Building & Development Services for approval. Prior to submitting a development permit the applicant shall consult with the County Fire Marshal. The design of these trails shall also include a plan and profile illustrating how the applicant will mitigate drainage and erosion.

d. The development permit for grading of the trails, biking and hiking, that are subject to the variance application shall be submitted to the Building & Development Services for approval. Prior to submitting a development permit the applicant shall consult with the County Fire Marshal. The design of these trails shall also include a plan and profile illustrating how the applicant will mitigate drainage and erosion.

e. The applicant shall not utilize any of the unpermitted structures, developments or improvements, roads and trails listed in the site development plan until such time as the development permits are approved by the Building & Development Services and structural

SFC CLERK RECORDED 09/14/2018

permits are granted by the New Mexico Construction Industries Division.

Pursuant Chapter 4, Section 4.9.7.5 , all approved variances automatically expire within one year of the date of approval, unless the applicant files a plat implementing the variance or substantial construction of the building or structure authorized by the variance occurs within that time.

IT IS SO ORDERED.

This Order was adopted by the Commission on this ___ day of _____, 2018.

THE SANTA FE COUNTY PLANNING COMMISSION

_____
Charlie Gonzales, Chairperson

ATTEST:

_____
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

_____
R. Bruce Frederick, County Attorney

SFC CLERK RECORDED 09/14/2018

I. Variance from SLDC Table 7-13

Rural Road Classification and Design Standards (SDA-2 and SDA-3)
Regarding Width and Grade of Roads

- Hagen Creek Road and Zip Tour Road to be improved to a 15' width with a maximum grade of 15%, or 20' width with a maximum grade of 18%.

- Hagen Creek Road – Fire Marshall required new improvements are 25% of existing roadway by linear footage.
  - Road length = 5,259 linear feet. Improvements =1,306 linear feet.
  - Built by US Forest Service in 1930's for access to National Forest.

- Zip Tour Road – Fire Marshal required improvements at 18% of existing roadway by linear footage.
  - Total length = 9,685 linear feet. Improvements = 1,699 linear feet.

- ***Mountainous terrain creates peculiar and exceptional practical difficulties in improving Hagen Creek Road and Zip Tour Road to Table 7-13 standards.***

- ***Variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done.***
  - Roads in mountainous create defensible zones and fire breaks.

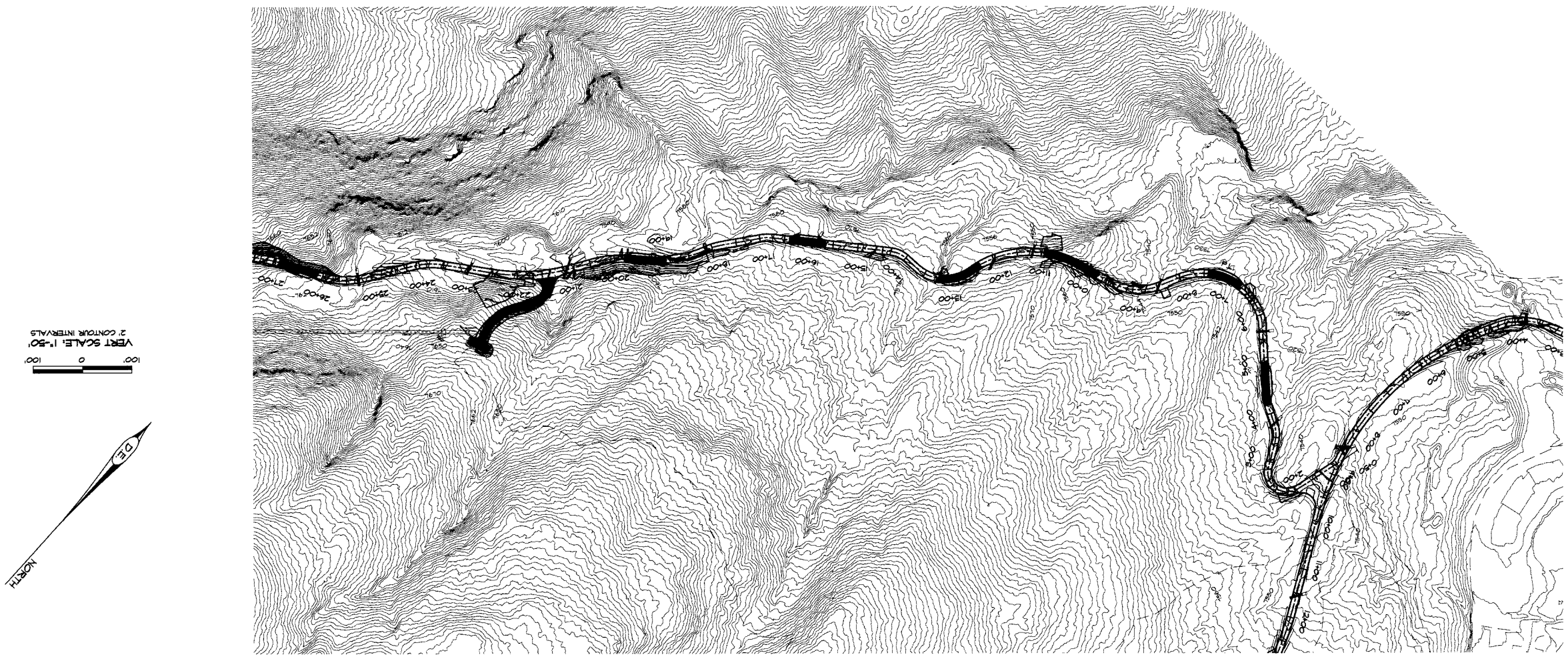
- **Reconsideration of the Conditions of Approval for the use of the road.**
  - Per Planning Commission ***"...the tenor of what we decided was to allow them to have their zip lines. To let there be access to have the thing..."***
  - Limiting access to the roads for emergency and maintenance purposes restricts the zip line improvements from use by Camp participants.
  - 900 vertical foot elevation change in 2 miles.
  - ***This condition creates peculiar and exceptional practical difficulties for the use of the zipline improvements.***

SFC CLERK RECORDED 09/14/2018

SEC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorieta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/3/2018 2:36:18 PM, Adobe PDF



LEGEND

UNIMPROVED ROAD

IMPROVEMENTS TO ROAD

HAGEN CREEK ROAD

3953 LF OF UNIMPROVED ROAD
1306 LF OF IMPROVEMENTS TO ROAD
33% OF ROAD IMPROVED

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1651 Luisa Street, Suite E
Santa Fe, New Mexico 87505

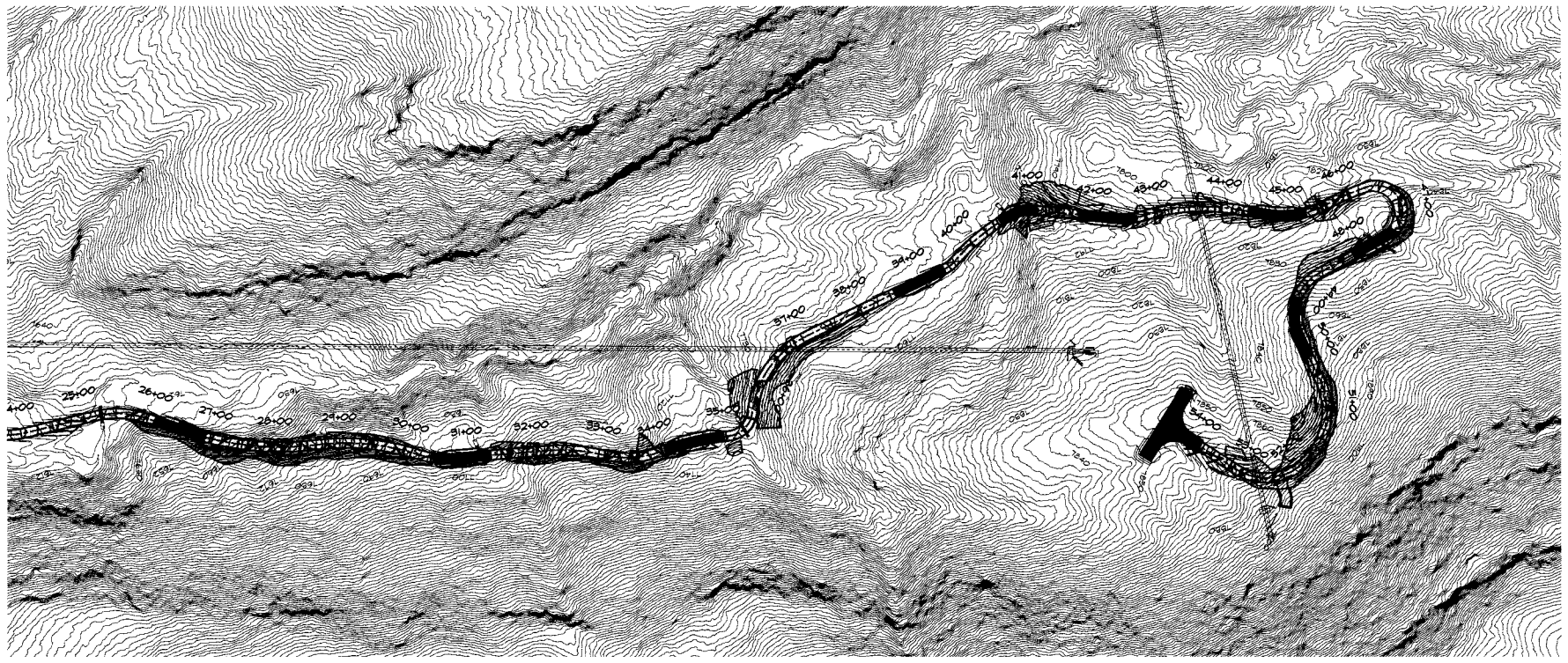
GLORIETA 2.0

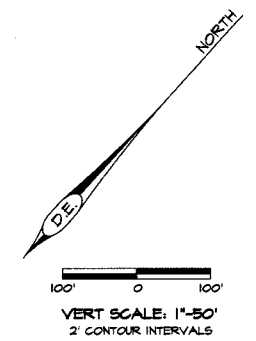
HAGEN CREEK ROAD
PLAN AND PROFILE

SCALE	DWG NO.	DATE
AS NOTED		06/19/2017
PROJ CASE #		SHEET NO. C-64.1

REVISIONS

DATE	BY
06/09/2017	O.G.





VERT SCALE: 1"=50'
2' CONTOUR INTERVALS

LEGEND

UNIMPROVED ROAD

IMPROVEMENTS TO ROAD

HAGEN CREEK ROAD

3453 LF OF UNIMPROVED ROAD
1306 LF OF IMPROVEMENTS TO ROAD
33% OF ROAD IMPROVED

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1631 Luisa Street, Suite E
Santa Fe, New Mexico 87505

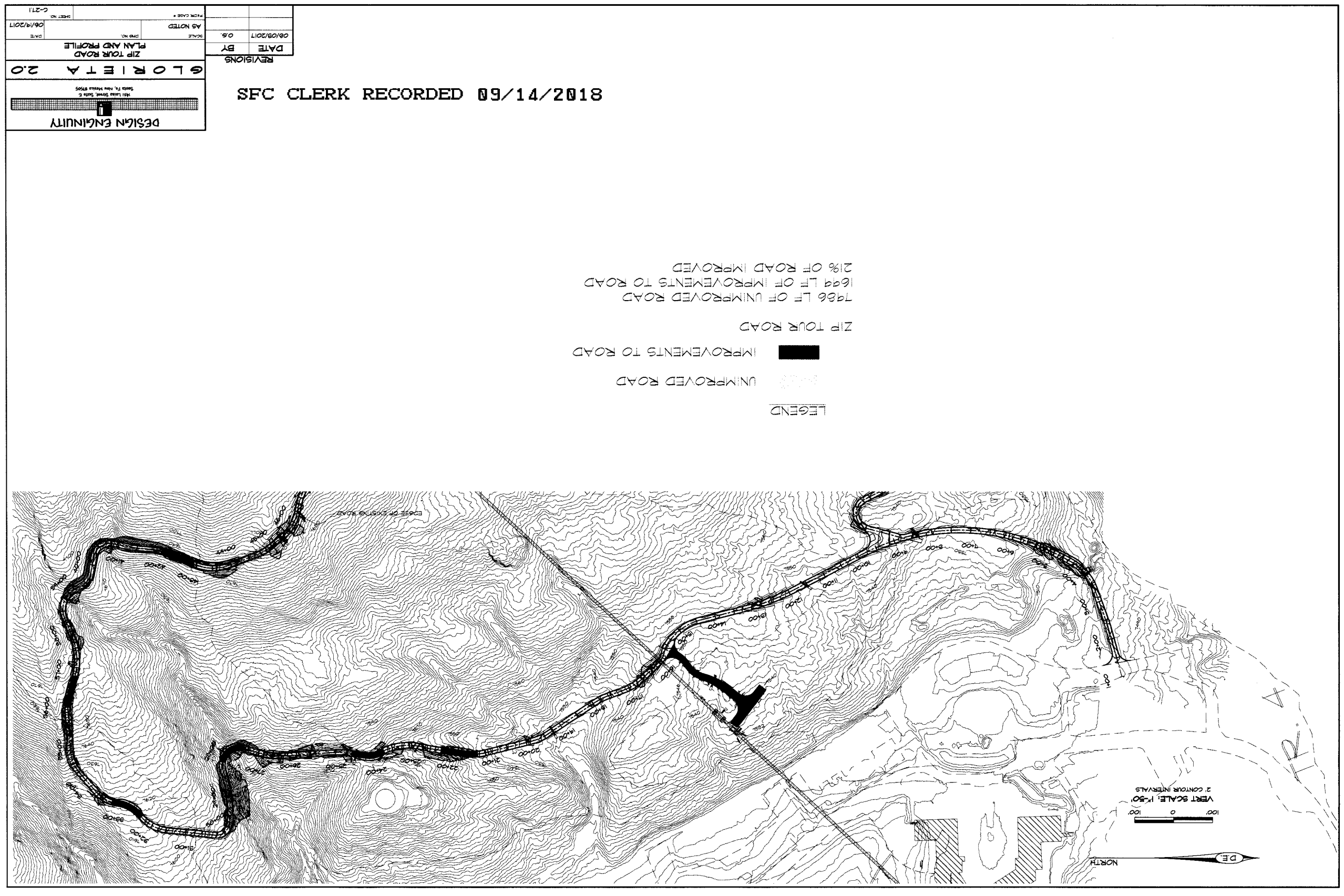
GLORIETA 2.0

HAGEN CREEK ROAD
PLAN AND PROFILE

REVISIONS	
DATE	BY
08/03/2017	O.S.

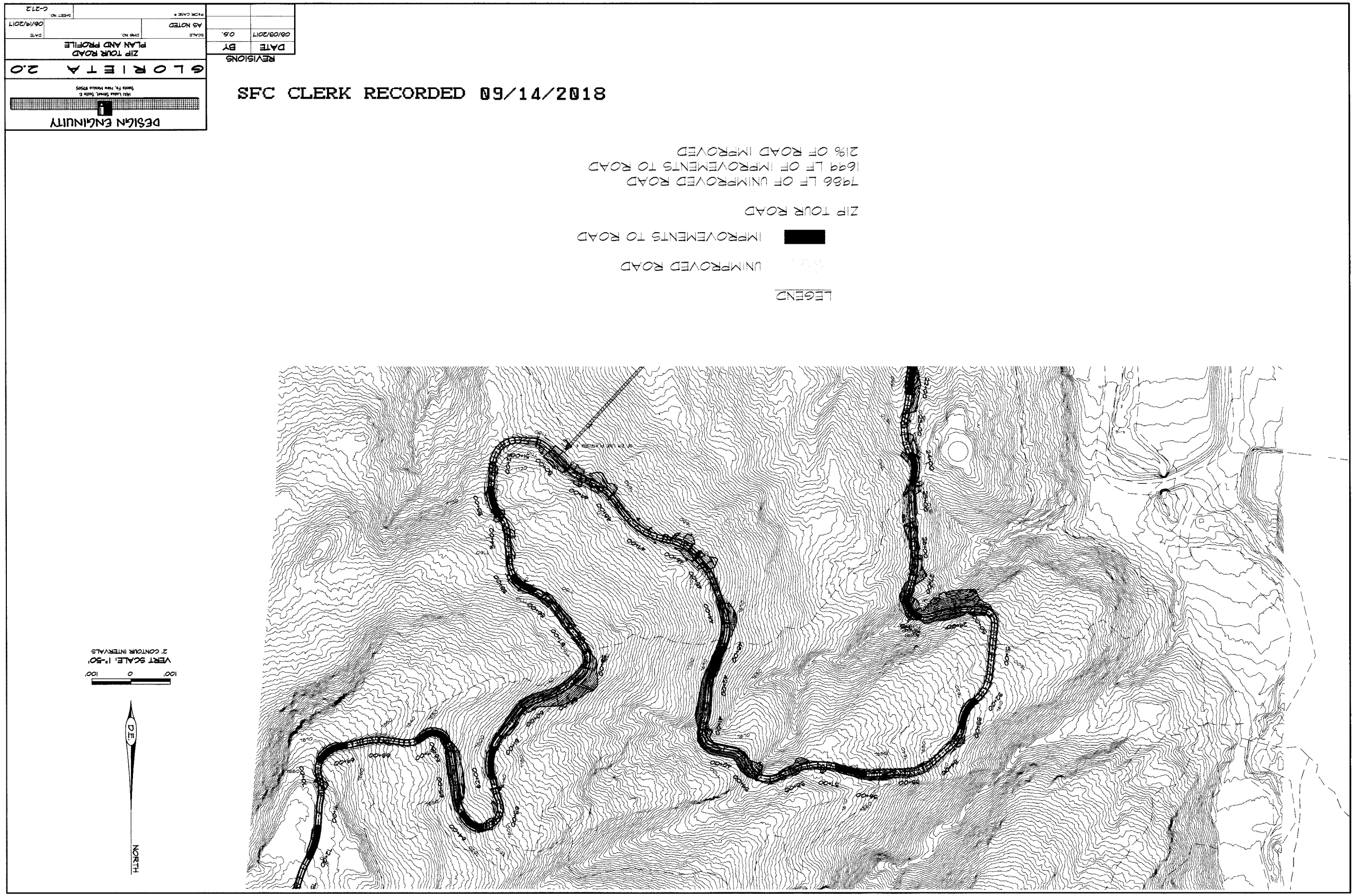
SCALE: AS NOTED	DWG NO.	DATE: 06/19/2017
PROJECT #		SHEET NO: C-69.2

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/3/2018 2:37:38 PM, Adobe PDF



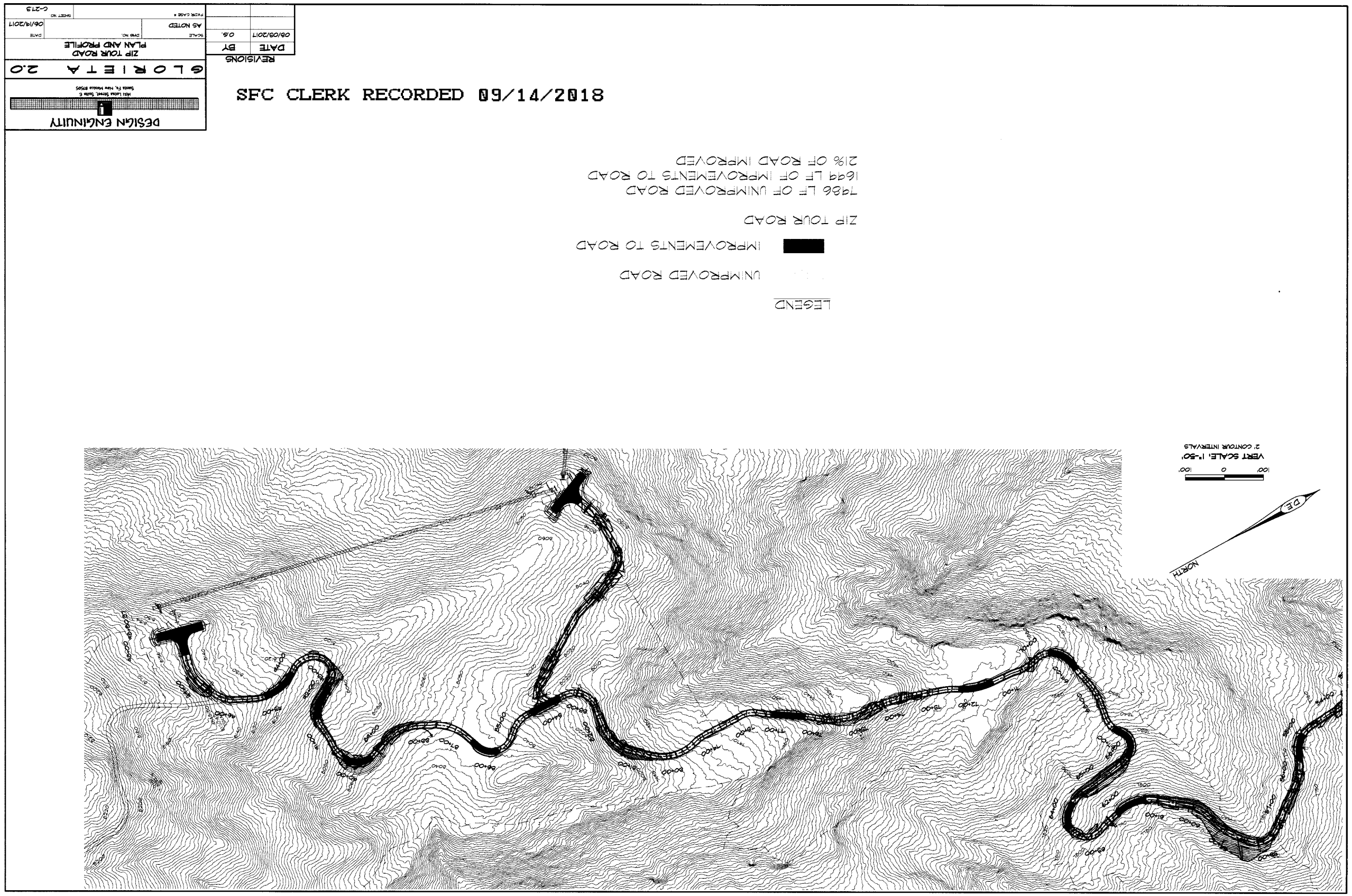
SFC CLERK RECORDED 09/14/2018

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 7/31/2018 11:18:41 AM, Adobe PDF



SFC CLERK RECORDED 09/14/2018
LEGEND
UNIMPROVED ROAD
IMPROVEMENTS TO ROAD
ZIP TOUR ROAD
7986 LF OF UNIMPROVED ROAD
1699 LF OF IMPROVEMENTS TO ROAD
21% OF ROAD IMPROVED
VERT SCALE: 1"=50'
2' CONTOUR INTERVALS
100' 0 100'
NORTH
DESIGN ENGINUITY
GLORIETA 2.0
ZIP TOUR ROAD
PLAN AND PROFILE
REVISIONS
DATE
BY
08/09/2017
O.S.
AS NOTED
06/19/2017
C-212

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 7/31/2018 11:20:27 AM, Adobe PDF



Southwest Forestry Services

Forest Health Specialists | Wildland Firefighters

Christian Carter 505.658.6123

southwestforestry19@gmail.com

February 2, 2018

VIA EMAIL

Penny Ellis Green
Director of the Growth Management Department
Santa Fe County Land Use Administrator
P.O. Box 276
Santa Fe, N.M. 87504-0276
pengreen@santafecountynm.gov

Re: Glorieta Camps Road Variances

Dear Ms. Green,

My name is Christian Carter, owner of Southwest Forestry Services. Over the past two years, I have had the pleasure to work with Glorieta camps in their efforts to be stewards of their land.

I am a wildland firefighter and have worked closely with Glorieta Camps, with the funding they have received, to create a defensible space around their structures as well as improve wildlife habitat and forest health. As of now, we have thinned 85 acres along the road that is in question. Southwest Forestry Services finds a reclamation and re-permit on this road to be a public safety risk, as all thinning operations have been determined off this road system, ie. being used as a firebreak and getting fire crews and fire equipment into place to protect the local community (Glorieta).

Overall, Southwest Forestry Services has completed 110 acres of forest health improvements encircling Glorieta Camps and we recommend leaving this road system in place, as all forest treatments have been designed around the continued improvement of these road systems for use by emergency services.

Thank you for your consideration,

Christian Carter, Owner
Southwest Forestry Services

cc: Jose Larranaga, Development Review Team Leader, joselarra@santafecountynm.gov

SFC CLERK RECORDED 09/14/2018

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Santa Fe County Fire Department

Fire Prevention Division

Fire Inspection Report

Date	July 10, 2018		
Project Name	Glorieta 2.0		
Project Location	Gloieta		
Description	Fire Inspection	**Case Manager**	N/A
Responsible Party	Jon Malvig	**Permit #**	N/A
Address	P.O BOX 8 87535	**Fire District**	Glorieta
Phone	717-673-6267		

The Fire Prevention Division of the Santa Fe County Fire Department has completed an inspection of the listed building/areas and requires compliance with applicable Santa Fe County fire and life safety codes, ordinances and resolutions as indicated.

Violations remedied

Randy Varela
Fire Prevention Specialist
Santa Fe County Fire Department

Office 505-992-3084
Mobile 505-780-1401
rjvarela@santafecountynm.gov

SFC CLERK RECORDED 09/14/2018

II. Variance from SLDC Section 7.17.9.2.3

No Structure May Be Constructed on a Natural Slope of 30% or Greater

- Hagen Creek Road
- Zip Tour Road
- Green Trail Bridge #1 and #2
- Reclamation Area
- Zip Tour Platforms
- Oklahoma Parking Lot and Bike Terrain Area
- Trails
- Bike Terrain Park

- Per SLDC §7.17.9.2.3, for Hagen Creek Road and Zip Tour Road both road alignments would be moved and extended significantly in length to avoid the natural 30%+ slopes. Large sections of the road would potentially have to be abandoned, leaving significant disturbed areas to be reclaimed. This condition would be publically visible, and create significant disturbance to the natural terrain, landscape, and wildlife.

- ***Peculiar and exceptional practical difficulty to relocate structures due to the mountainous and steep terrain of the subject property.***

- ***Variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done.***

- The requested variance observes the spirit of SLDC §7.17, Terrain Management, ***to protect the natural character of the land, minimize soil instability, protect and retain rugged and steep terrain, and encourage minimum disturbance to the natural areas of a site.***

SFC CLERK RECORDED 09/14/2018

2. Variance to SLDC Section 7.17.9.2.3
No Structure May Be Constructed on a Natural Slope of 30% or Greater

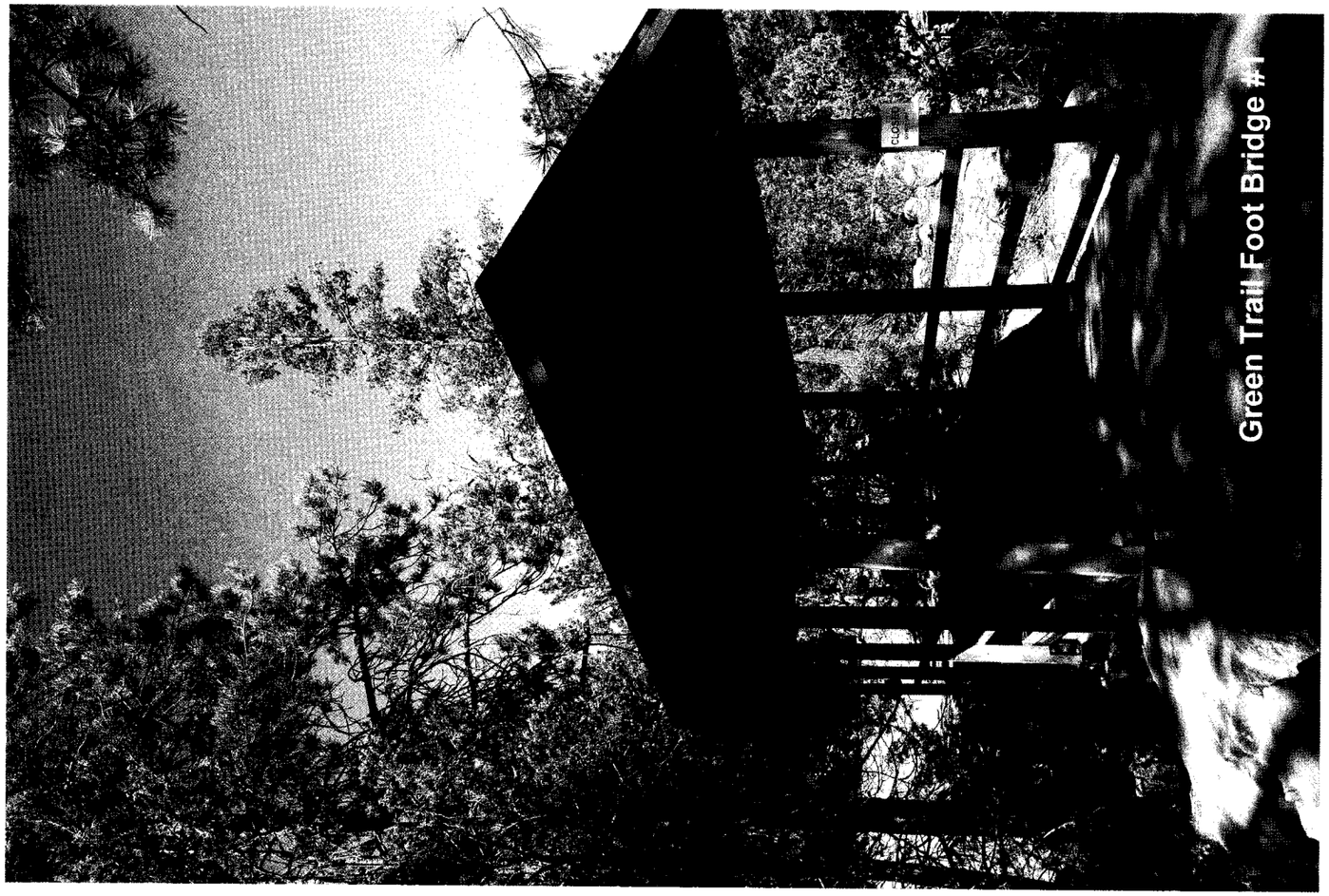
Square Footage Breakdown

Hagen Creek Road	19,590	**Due to requisite improvements*
Zip Tour Road	94,487	**Due to requisite improvements*
Green Trail Bridge 1	224	
Green Trail Bridge 2	249	
Reclamation Area	166	
Zip Tour Platform	12,660	
Oklahoma Parking Lot/Bike Terrain	5,836	
Trails	**16,632**	
Bike Terrain Park	1,891	
Total	**151,735**	**0.16% disturbance of property**
		Property = 97,008,120 sf

Road Disturbance	114,077	0.12% disturbance of property
Trail Disturbance	**16,632**	0.02% disturbance of property
Other Improvements	21,026	0.02% disturbance of property

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018



SFC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SEC CLERK RECORDED 09/14/2018


Trails

SEC. CLERK RECORDED 09/14/2018

III. Variance from SLDC Section 7.17.10.4.1

Above 7,400 Feet Elevation Roads and Driveways Shall Not Be Designed or Constructed on Slopes Over 25%

- **98.65% of the subject Property is above 7,400 feet elevation.**

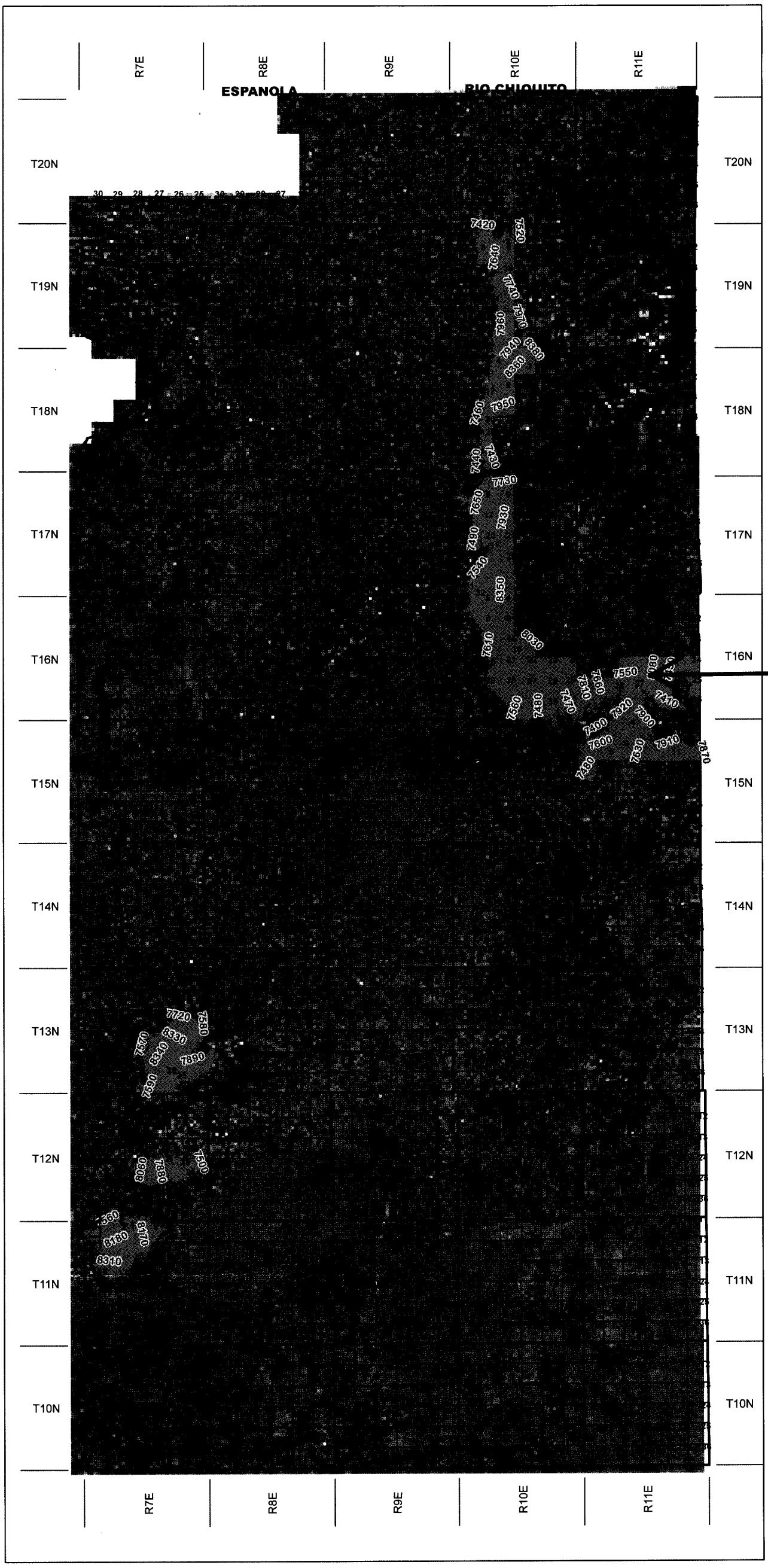
- The variance observes the spirit of SLDC §7.17, Terrain Management, which calls for protecting the natural character of the land, minimizing soil instability, protecting and retaining rugged and steep terrain, and encouraging minimum disturbance to the natural areas of a site.

- Per SLDC §7.17.9.2.3, for Hagen Creek Road and Zip Tour Road both road alignments would be moved and extended significantly in length to avoid the natural 25%+ slopes. Large sections of the road would potentially have to be abandoned, leaving significant disturbed areas to be reclaimed. This condition would be publically visible, and create significant disturbance to the natural terrain, landscape, and wildlife.

- ***Peculiar and exceptional practical difficulty to relocate roads out of 25%+ slopes due to the mountainous and steep terrain of the subject property.***

- ***Variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done.***
    - Roads in mountainous create defensible zones and fire breaks.

SFC CLERK RECORDED 09/14/2018



Santa Fe County

Legend

Elevation Above 7400 Feet

N
W E
S

1 inch equals 5 miles

1 inch = 24,000 feet

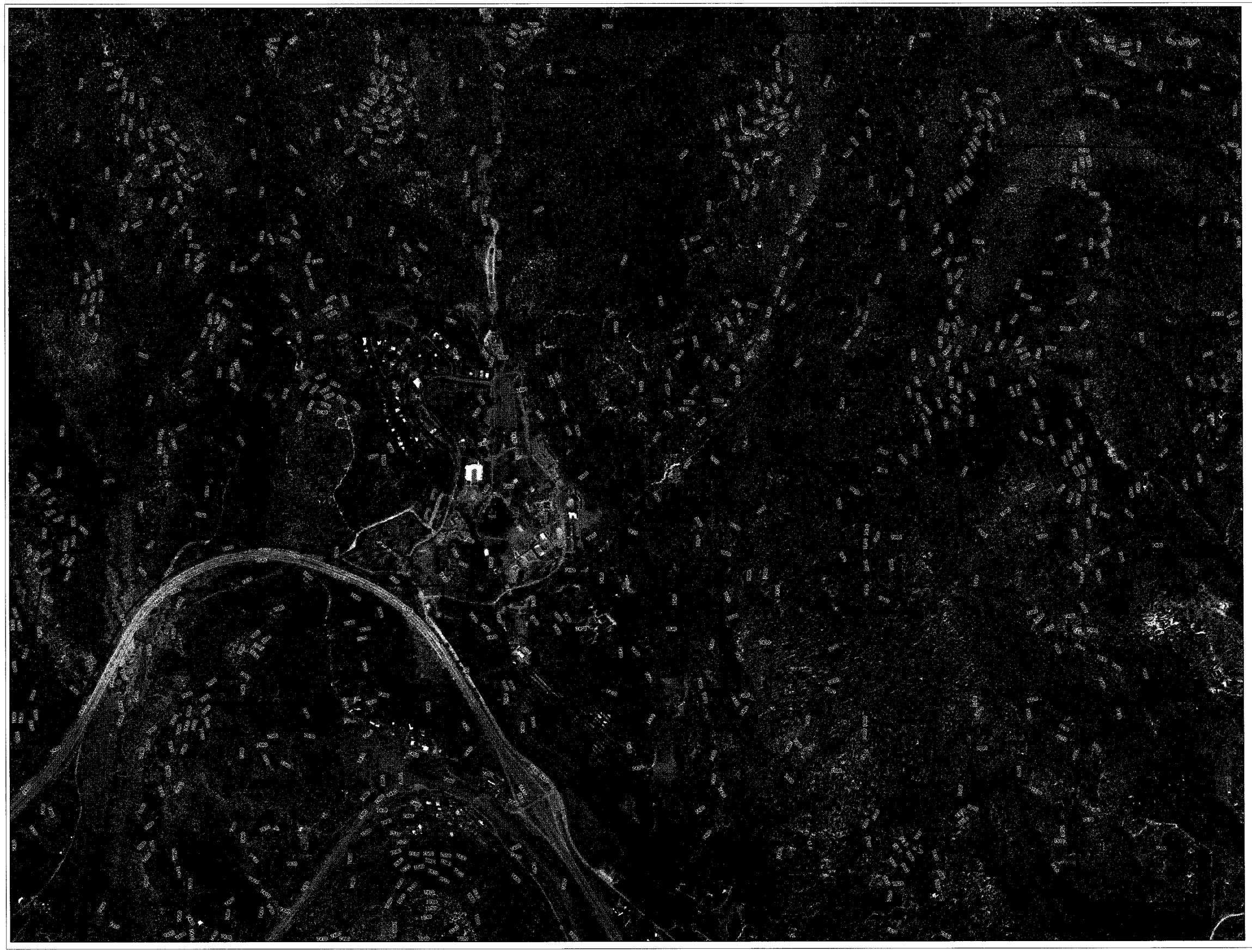
25,000 12,500 0 25,000 Feet

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. User are solely responsible for confirming data accuracy.

SANTA FE COUNTY

February 14, 2018



Santa Fe County

Legend

Elevation Above 7400 Feet

Parcel

Buildable

N

W E

S

1:6,000

1 inch = 500 feet

0 255 510 1,020 1,530 Feet

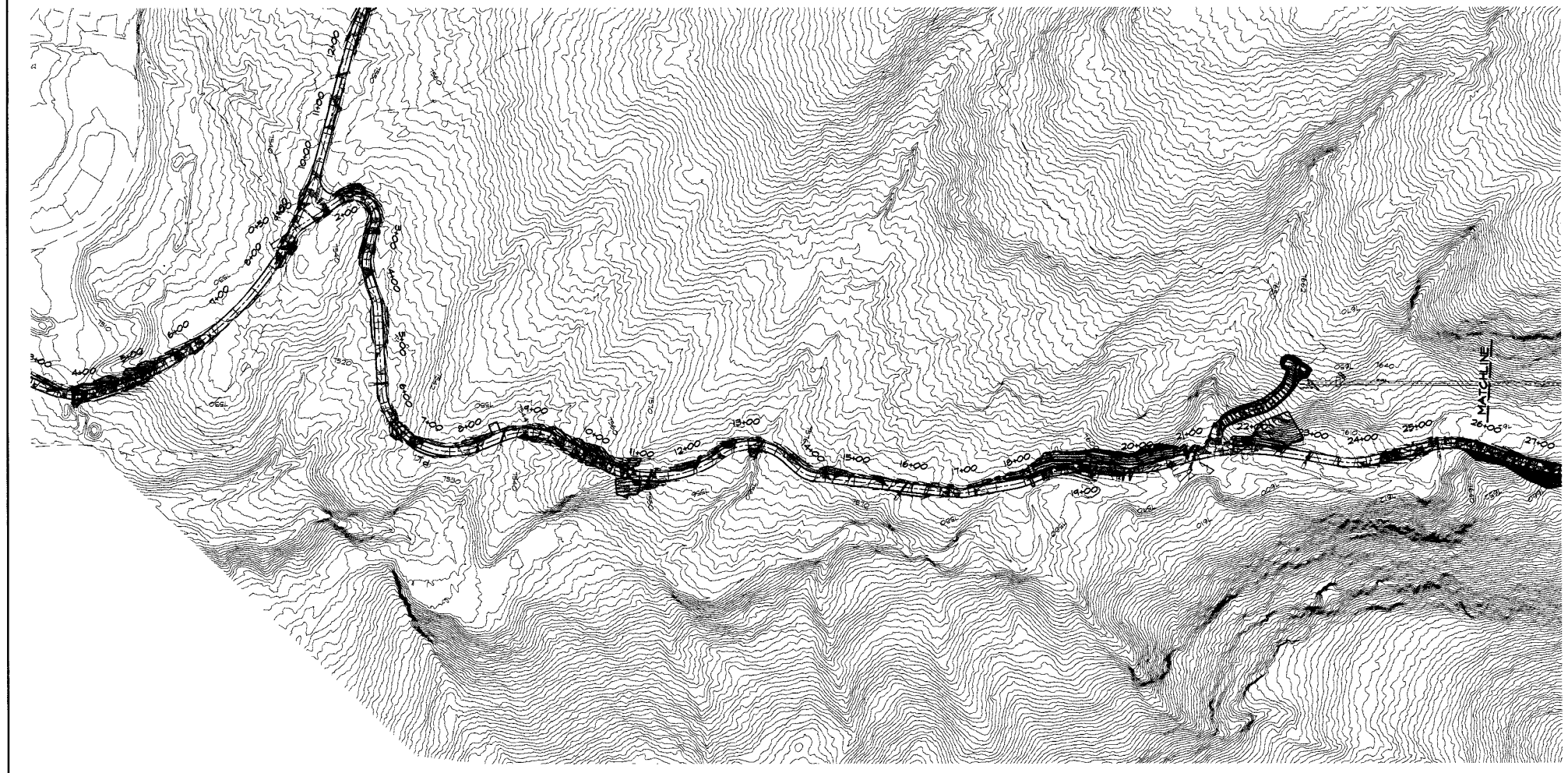
0 0.075 0.15 0.3 Miles

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

SANTA FE COUNTY

July 16, 2018



SLOPE LEGEND

- 0-15% SLOPE
- 15%-20% SLOPE
- 20%-25% SLOPE
- 25% AND GREATER SLOPE DISTURBANCE

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1494 Luisa Street, Suite E
Santa Fe, New Mexico 87505

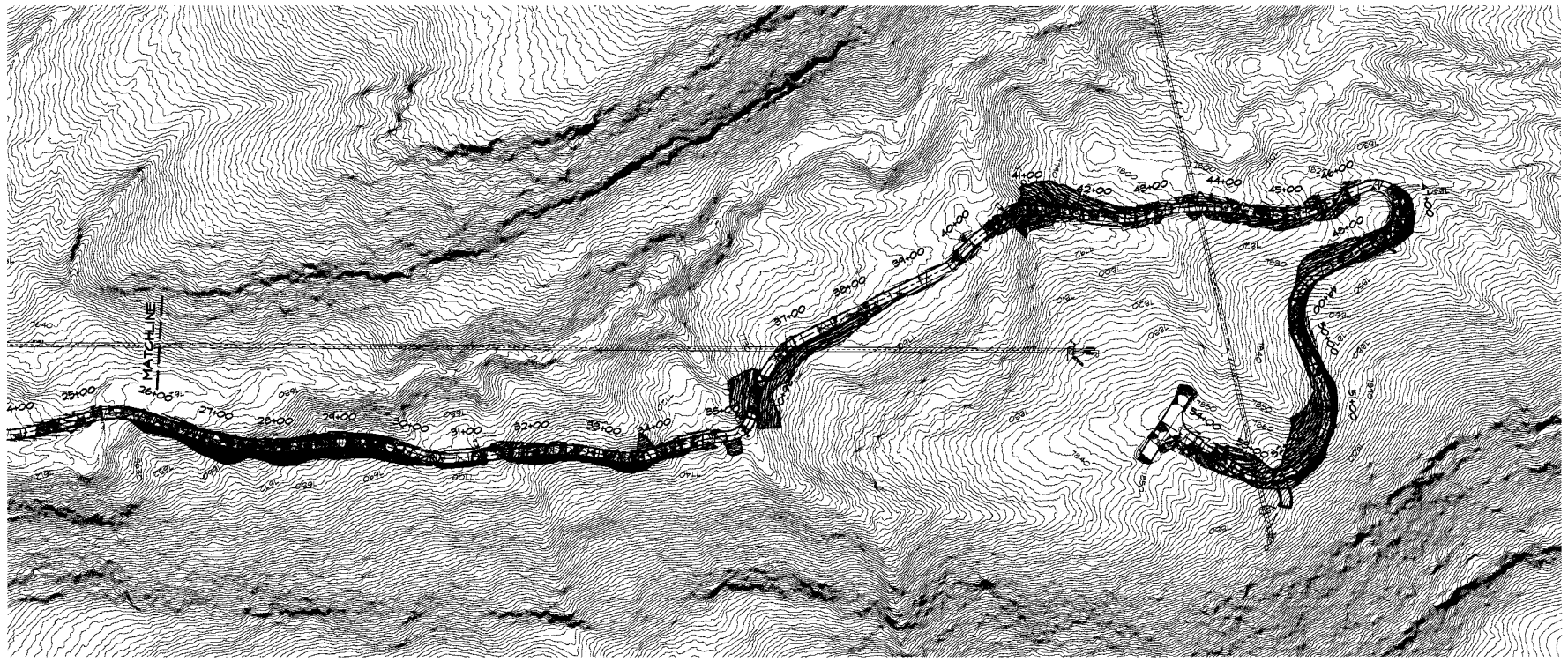
GLORIETA 2.0

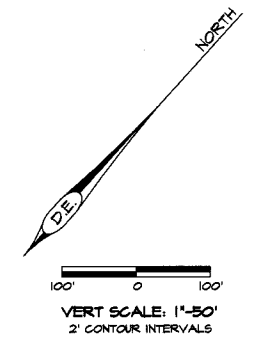
HAGEN CREEK ROAD
PLAN AND PROFILE

REVISIONS	
DATE	BY
08/08/2017	D.S.

SCALE: AS NOTED	DWG NO.	DATE: 08/19/2017
PROJECT #		SHEET NO.: C-69.1

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/6/2018 4:30:42 PM, Adobe PDF





VERT SCALE: 1"=50'
2' CONTOUR INTERVALS

SLOPE LEGEND

- 0-15% SLOPE
- 15%-20% SLOPE
- 20%-25% SLOPE
- 25% AND GREATER SLOPE DISTURBANCE

SFC CLERK RECORDED 09/14/2018

REVISIONS	
DATE	BY
08/03/2017	O.S.

DESIGN ENGINUITY
1451 Luisa Street, Suite E
Santa Fe, New Mexico 87505

GLORIETA 2.0

HAGEN CREEK ROAD
PLAN AND PROFILE

SCALE	DWG NO.	DATE
AS NOTED		06/19/2017
PRDR CASE #		SHEET NO C-69.2

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/6/2018 4:31:37 PM, Adobe PDF

SLOPE LEGEND

- 0-15% SLOPE
- 15%-20% SLOPE
- 20%-25% SLOPE
- 25% AND GREATER SLOPE DISTURBANCE

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1494 Luisa Street, Suite G
Santa Fe, New Mexico 87505

GLORIETA 2.0

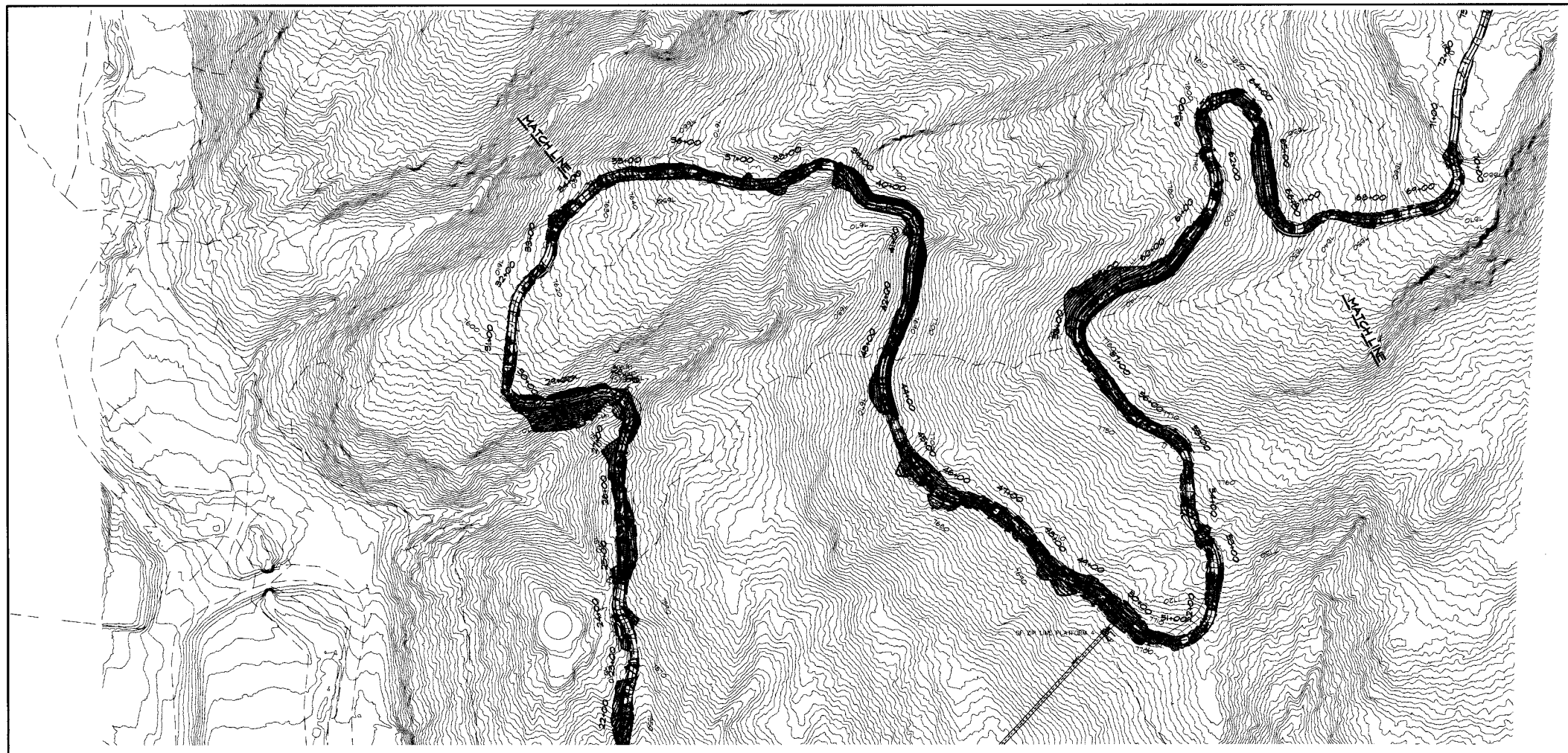
ZIP TOUR ROAD
PLAN AND PROFILE

SCALE	DWG NO	DATE
AS NOTED		06/19/2017
PADK CASE #		SHEET NO. C-27.1

REVISIONS

DATE	BY
08/03/2017	G.S.

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/6/2018 4:24:15 PM, Adobe PDF



VERT SCALE: 1"=50'
2' CONTOUR INTERVALS

SLOPE LEGEND

- 0-15% SLOPE
- 15%-20% SLOPE
- 20%-25% SLOPE
- 25% AND GREATER SLOPE DISTURBANCE

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1601 Lena Street, Suite E
Santa Fe, New Mexico 87505

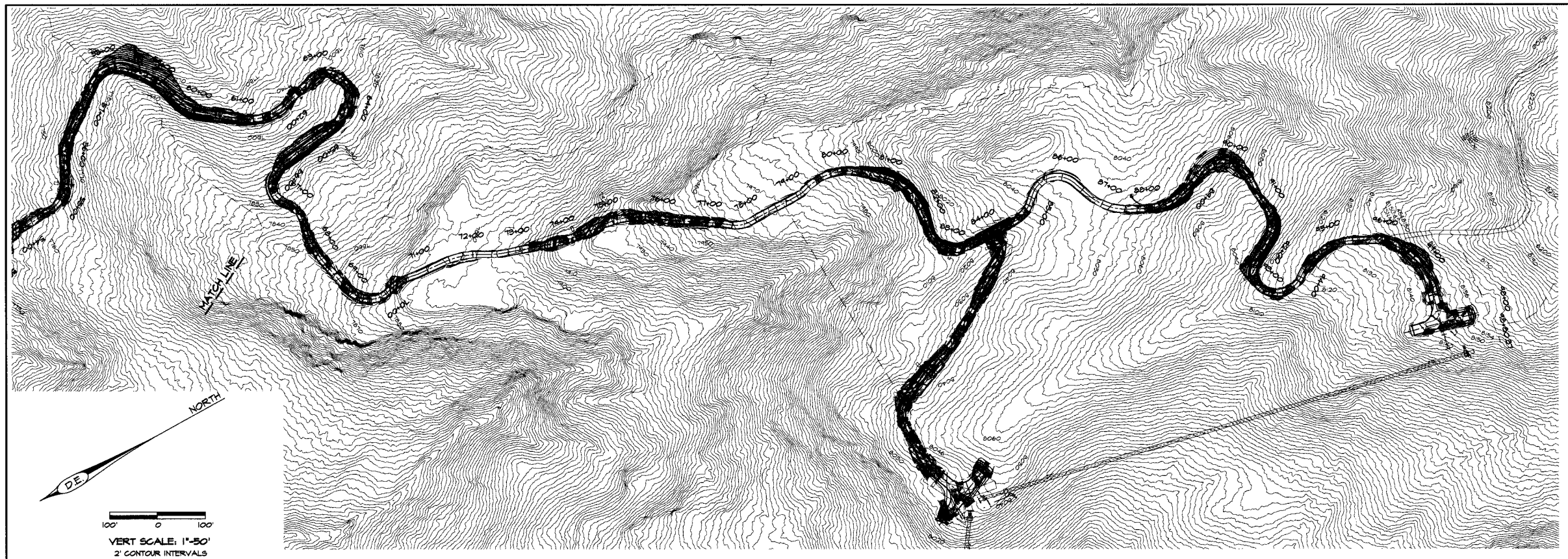
GLORIETA 2.0

ZIP TOUR ROAD
PLAN AND PROFILE

REVISIONS	
DATE	BY
08/08/2017	O.S.

SCALE: AS NOTED	DWG NO.	DATE: 08/19/2017
FAOR CASE #		SHEET NO.: C-27.2

S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 GLORIETA ZP ROADS.dwg, 8/6/2018 4:27:08 PM, Adobe PDF



VERT SCALE: 1"=50'
2' CONTOUR INTERVALS

SLOPE LEGEND

- 0-15% SLOPE
- 15%-20% SLOPE
- 20%-25% SLOPE
- 25% AND GREATER SLOPE DISTURBANCE

SFC CLERK RECORDED 09/14/2018

DESIGN ENGINUITY
1661 Luisa Street, Suite G
Santa Fe, New Mexico 87505

GLORIETA 2.0

ZIP TOUR ROAD
PLAN AND PROFILE

SCALE	DWG NO	DATE
AS NOTED		08/19/2017
PADR CASE #		SHEET NO C-213

REVISIONS

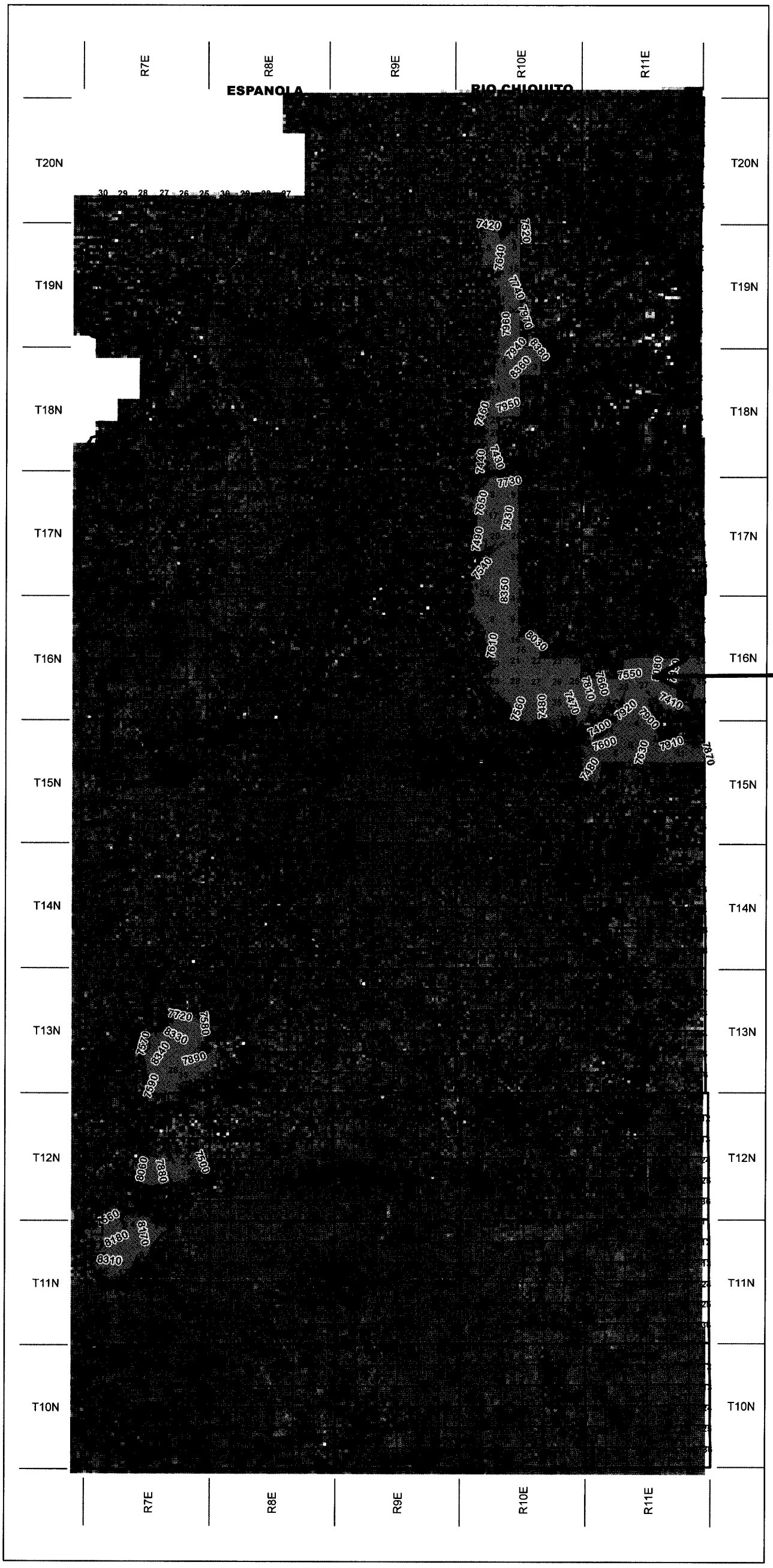
DATE	BY
08/03/2017	O.G.

IV. Variance from SLDC Section 7.17.10.3.1

Above 7,400 Feet Elevation Disturbed Area on Any Lot Shall Not Exceed 12,000 Square Feet

- Total Improvement = 136,037+/- square feet = 4.12 acres
- Glorieta Property = 97,008,120 square feet = 2,227.4 acres
- Percentage of Improvements = 0.18% of Property
- ***Peculiar and exceptional practical difficulty to locate all improvements below 7,400 foot elevation due to the fact that the majority of the property is located at 7,400 foot elevation and greater.***
- ***Variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done.***
- Areas of New Improvement
  - *Hagen Creek Road* — *19,590+/- square feet*
  - *Zip Tour Road* — *94,487+/- square feet*
  - *Green Trail Foot Bridge 1 and 2*
  - *Zip Tour Platforms*
  - *Oklahoma Parking and Terrain Park*
  - *Bike Terrain Area*

SFC CLERK RECORDED 09/14/2018



Santa Fe County

Legend

Elevation Above 7400 Feet

1 inch equals 5 miles

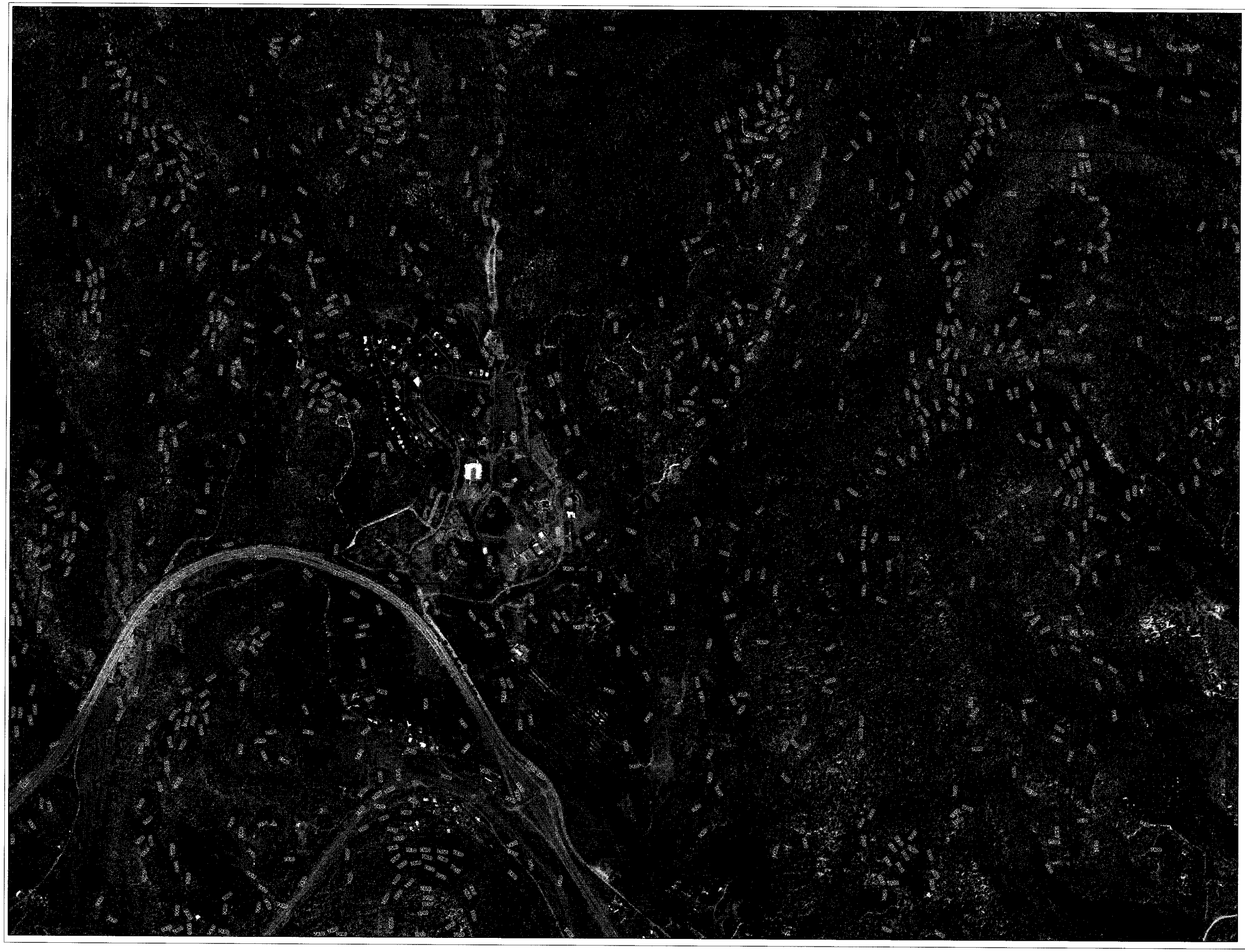
1 inch = 24,000 feet

25,000 12,500 0 25,000 Feet

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. User are solely responsible for confirming data accuracy.

February 14, 2018



Santa Fe County

Legend

Elevation Above 7400 Feet

Parcel

Buildable

N

W E

S

1:6,000

1 inch = 500 feet

0 255 510 1,020 1,530 Feet

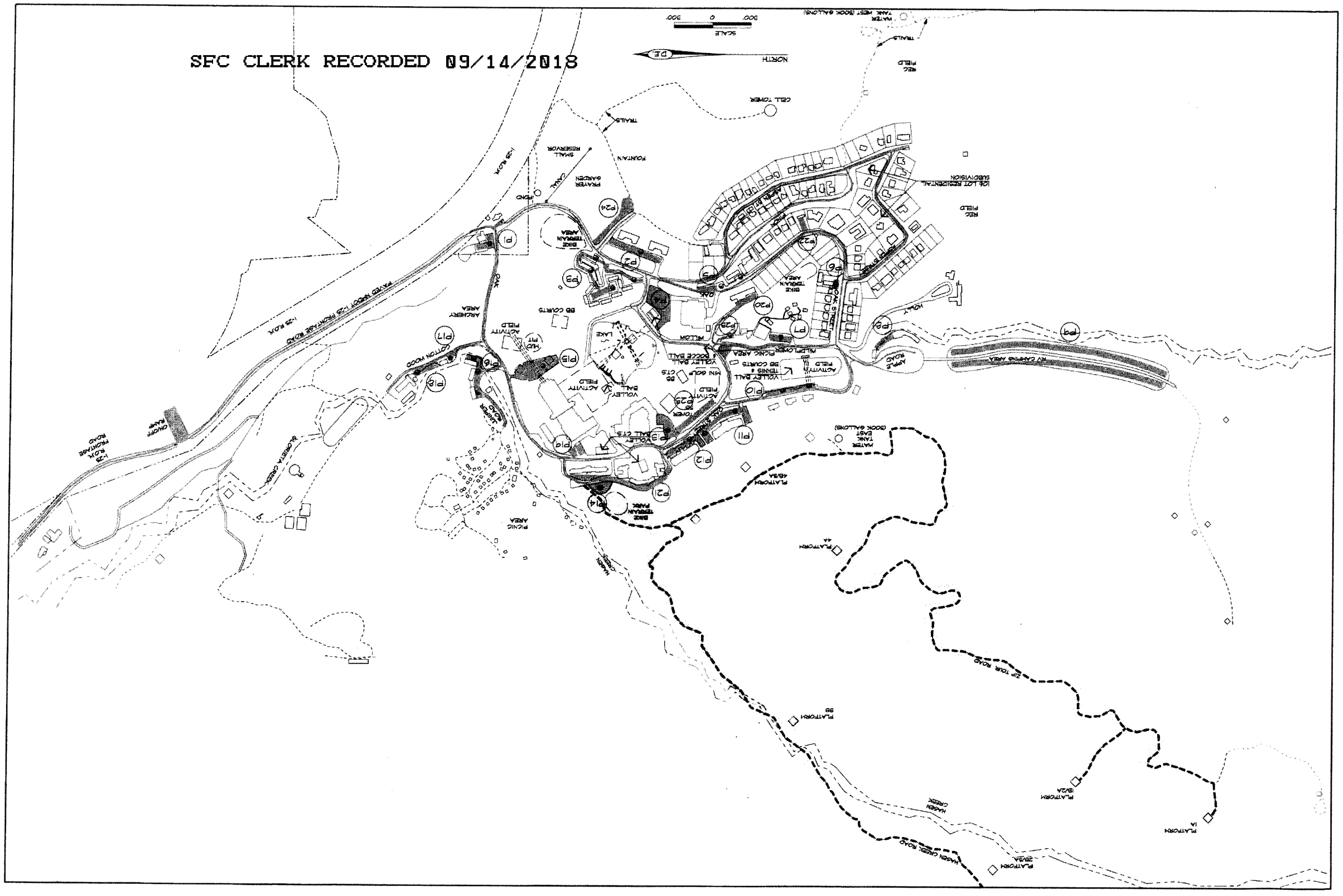
0 0.075 0.15 0.3 Miles

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

SANTA FE COUNTY

July 16, 2018


SFC CLERK RECORDED 09/14/2018
NORTH
SCALE
CELL TOWER
TRAILS
FOUNTAIN
SMALL RESERVOIR
PRAYER GARDEN
BIKE TERRAIN AREA
ARCHERY AREA
BB COURTS
ACTIVITY FIELD
VOLLEY BALL
LAKE
PICNIC AREA
PLATFORM
ZIP TOUR ROAD
HAGEN CREEK
HAGEN CREEK ROAD
RV CAMPING AREA
APPLE ROAD
COTTON WOOD
BLOSSOM CREEK
PAVED INDOOR I-25 FRONTAGE ROAD
I-25 R.O.W.
CONOFF RAMP
I-25 R.O.W. FRONTAGE ROAD
MATER TANK WEST (BOOK GALLONS)
MATER TANK EAST (BOOK GALLONS)
REC FIELD
HOLLY
P1
P2
P3
P4
P5
P6
P7
P8
P9
P10
P11
P12
P13
P14
P15
P16
P17
P18
P19
P20
P21
P22
P23
P24
P25

V. Variance from SLDC Section 7.17.9.2.7

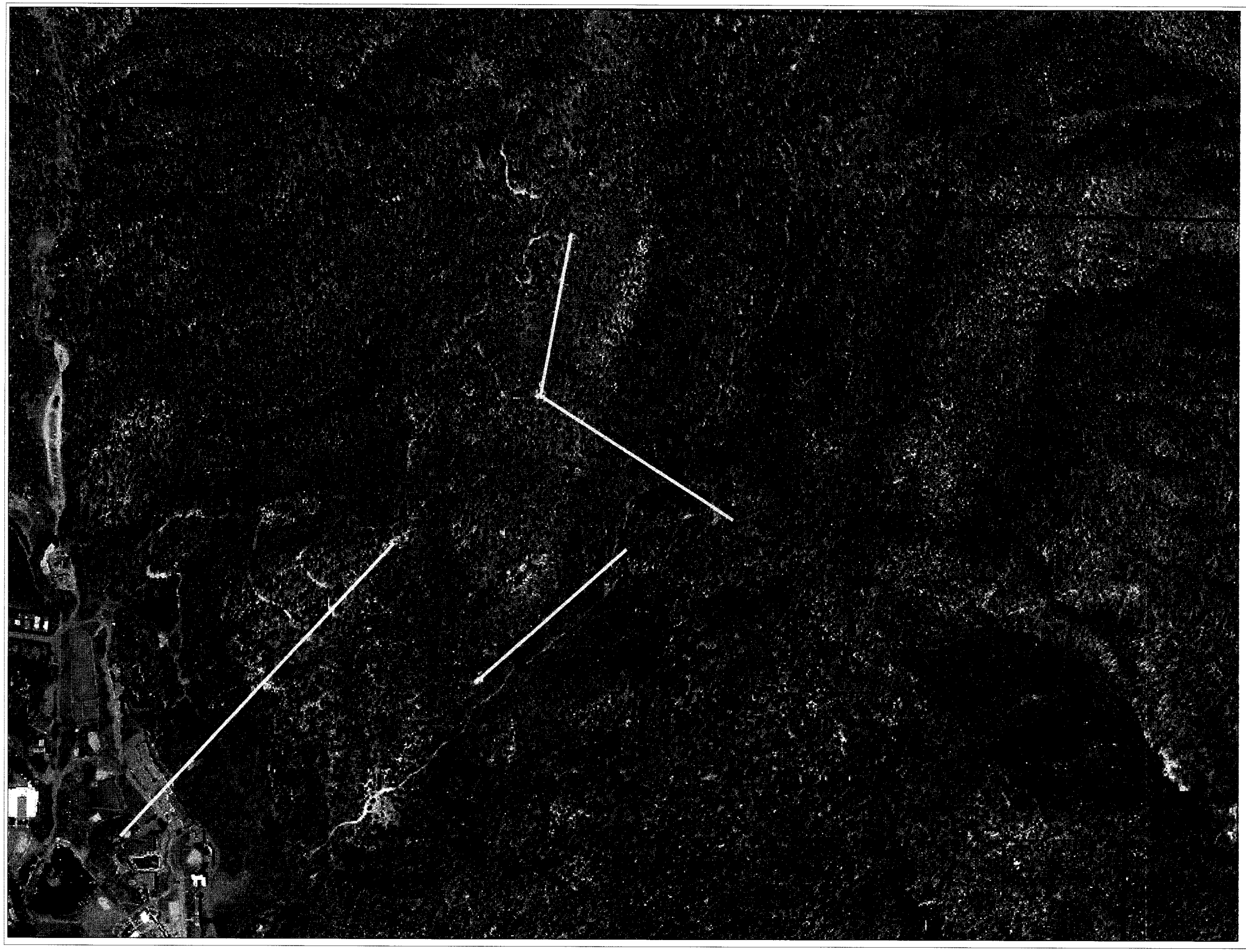
No Significant Tree May Be Removed from Slopes Greater Than 30%

- With the construction of the Zip Tour improvement, 101 significant trees were removed (cut) from 30%+ slopes only where trees were located under the zipline cables.
    - Tree stumps were not removed to maintain slope stability.

- ***Peculiar and exceptional practical difficulty in locating safe and functional zipline improvements in mountainous and densely wooded terrain.***
    - The densely wooded slopes actually shield the zipline platforms and cables from public view and actually protects the view shed.
    - Removed trees are not visible from I-25 or any adjacent public right-of-way.

- ***Variance is not contrary to the public interest and the spirit of the SLDC is observed and substantial justice is done.***
    - Areas of tree removal were not disturbed. Trees were cut down. Natural ground is stable and existing ground cover and growth is established.

SFC CLERK RECORDED 09/14/2018



Santa Fe County

Legend

Parcel

Significant Tree Removal Area

N
W E
S

1:3,313

1 inch = 276 feet

0 140 280 560 840 Feet

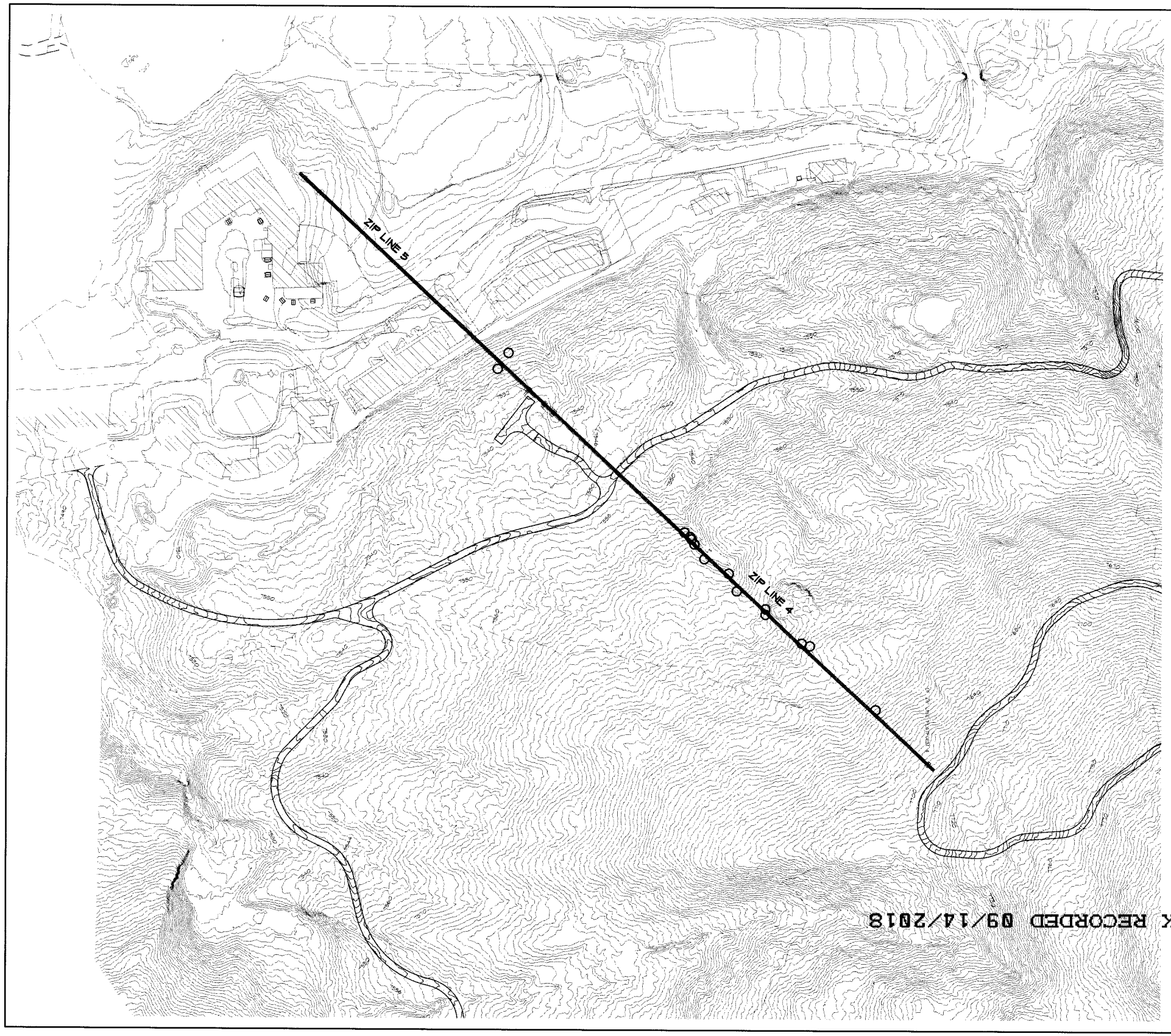
0 0.0425 0.085 0.17 Miles

2017 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

SANTA FE COUNTY

February 12, 2017



D.E. NORTH

100' 0 100'

2' CONTOUR INTERVAL

TREE LEGEND

⊙ 14 SIGNIFICANT TREES DISTURBED IN 30% OR GREATER SLOPE

SFC CLERK RECORDED 09/14/2018

REVISIONS	
DATE	BY

DESIGN ENGINUITY

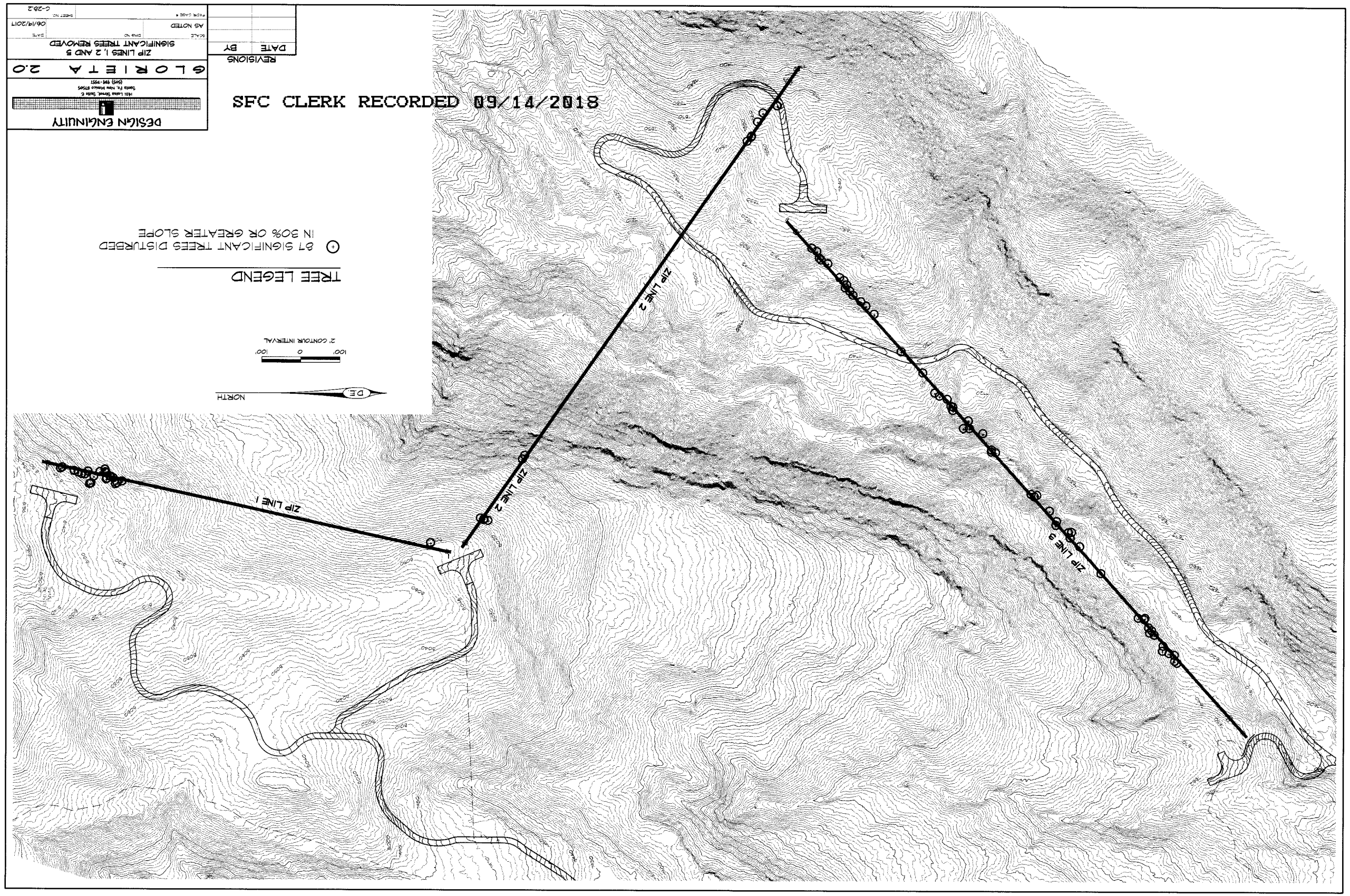
1431 Luisa Street, Suite C
Santa Fe, New Mexico 87505
(505) 995-9957

GLORIETA 2.0

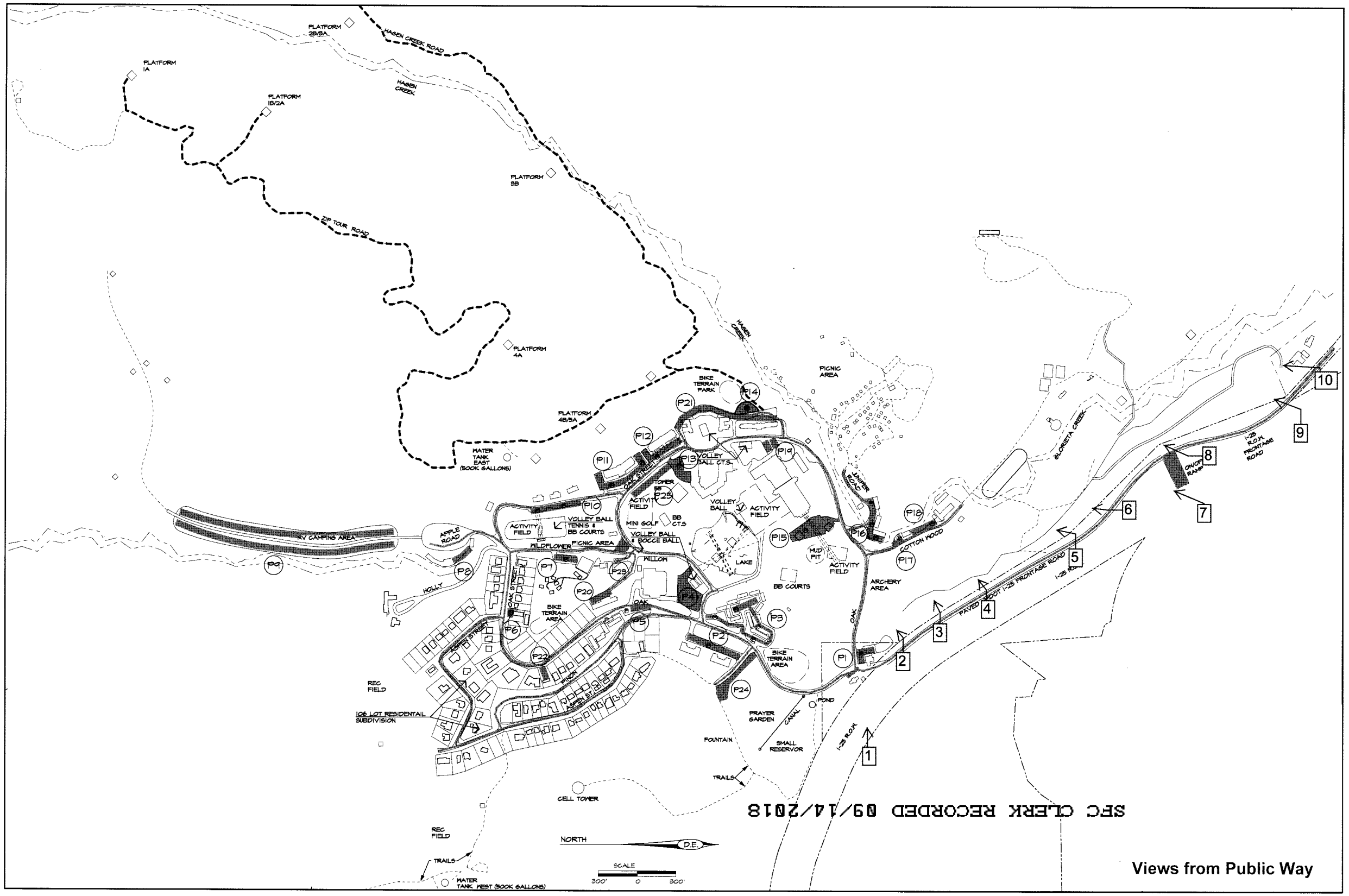
ZIP LINE 4
SIGNIFICANT TREES REMOVED

SCALE	DWG NO	DATE
AS NOTED		08/19/2017
* FOR CASE *		SHEET NO. C-28.1

U:\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-07-31 SIGNIFICANT TREES REMOVED.dwg, 8/3/2018 2:40:23 PM, Nitro PDF Creator (Pro 10)



U:\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorieta 2.0\dwg\2018-07-31 SIGNIFICANT TREES REMOVED.dwg, 8/6/2018 4:34:16 PM, Nitro PDF Creator (Pro 10)



S:\ServerFolders\Old Server Projects\Files\DWG PROJECTS (backups & plots)\Glorietta 2.0\dwg\2018-05-16 SITE PLAN PLUS.dwg, 5/18/2018 8:50:07 AM, Adobe PDF

SEC. CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018

VI. Variance from SLDC Table 8-17, Dimensional Standards- Public/Institutional (PI)

Holcolmb Flyline to Exceed the Maximum Allowable Height of 48 Feet

- The maximum allowable height for a structure in the PI zoning district is 48 feet.

- Holcomb Flylines roof deck is at 75 feet above grade.

- Holcomb top of roof is at 89'-2". The adjacent steeple extends to 164'-9".

- **Per Planning Commission,** ***"structures were constructed in concert with the existing densely wooded area, to blend with the natural surroundings for recreational use, and the structures do not negatively impact the view shed."***

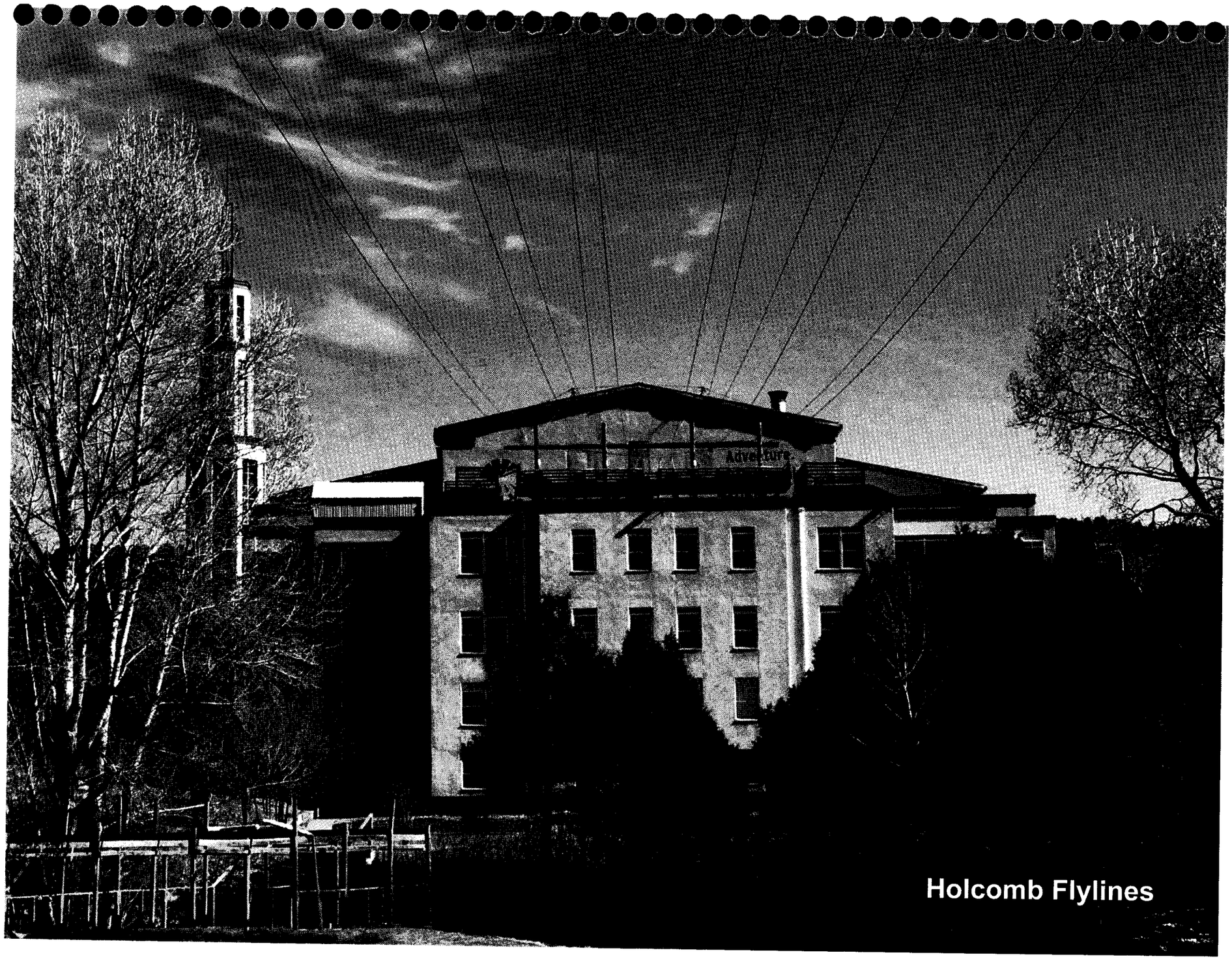
- **Per Planning Commission,** ***"...the tenor of what we decided was to allow them to have their zip lines... "***

- Improvements are not visible from the public way and do not negatively impact the public view shed.

SFC CLERK RECORDED 09/14/2018

Holcomb Building
View from Frontage Road

SEC. CLERK RECORDED 09/14/2018


Holcomb Flylines

Holcomb Flylines

SFC CLERK RECORDED 09/14/2018

Holcomb Flylines
SFC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018

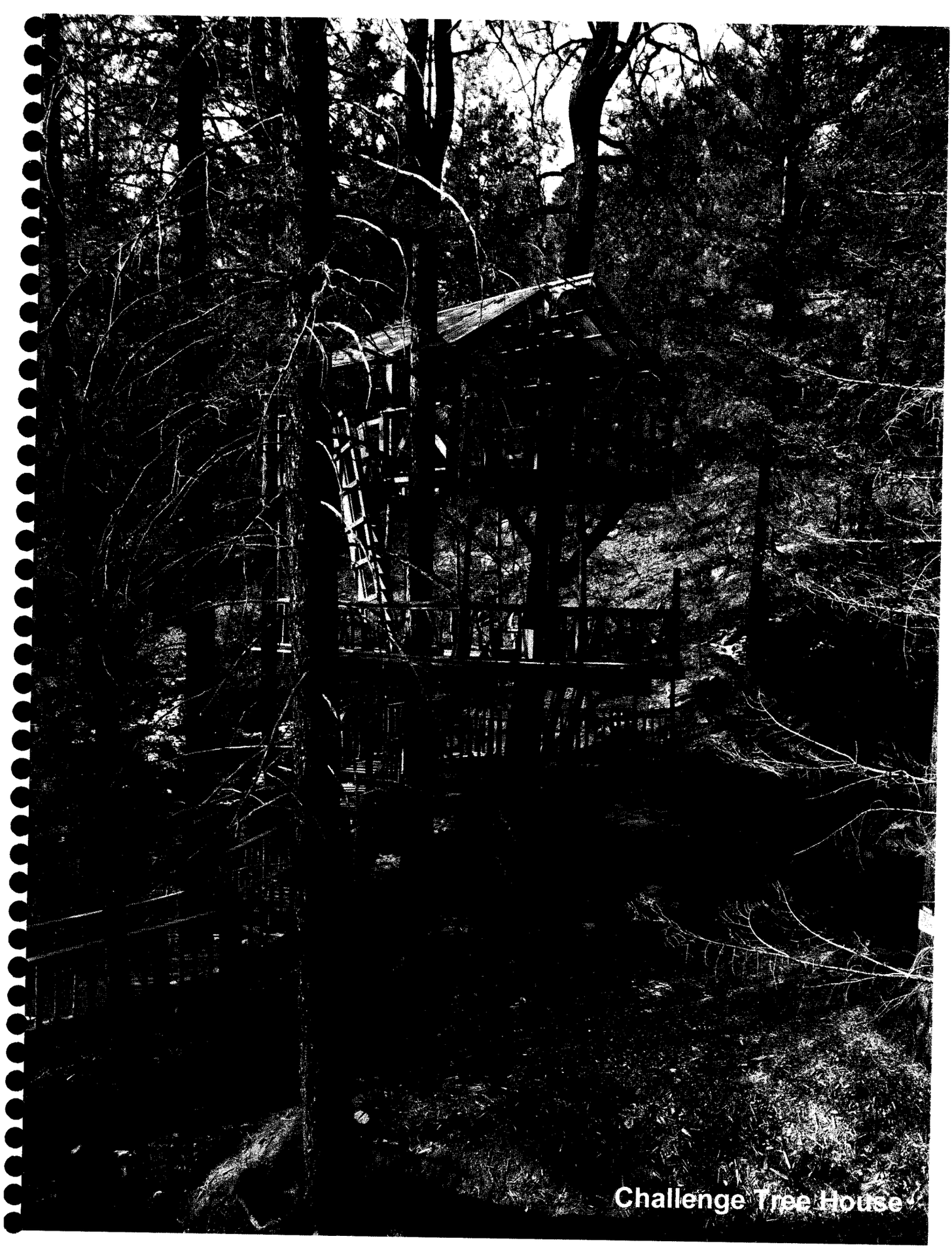
VII. Variance from SLDC Section 7.17.9.3.1

Steep Slopes, Ridgetops, Ridgelines and Shoulders. Height for Structures on Slopes of 15% or Greater

- Improvements are not visible from the public way.
- Densely wooded terrain.
- Gravity activity requiring steep terrain and elevation changes.
- Structure Heights
  - Challenge Treehouse 35'-0"
  - Overnight Treehouse 26'-2"
  - Tree Rappel Structure 50'-0"
  - Zip Tour Platforms
    - Platform 3 28'-11"
    - Platform 4 29'-11"
    - Platform 5 29'-11"
- **Per Planning Commission,** ***"structures were constructed in concert with the existing densely wooded area, ...to blend with the natural surroundings for recreational use, and the structures do not negatively impact the view shed."***

SFC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018


Challenge Tree House



Overnight Treehouse

Tree Rappel Structure

SEC. CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

Santa Fe County
Sustainable Growth Management Plan (SGMP)

Chapter 1: A Sustainable Future for Santa Fe County

1.2.1.1 Sustainable development maintains or enhances economic opportunity and community well-being while protecting and restoring the natural environment upon which people, natural systems and economies depend.

1.3.1(c) Continue to protect and create central, mixed use places in community settings. Real, desired places that have "centeredness" allow for focused economic, institutional, social and functional opportunities.

13.3(d) Accommodate and encourage local businesses that create employment opportunities for the County including but not limited to retail, office, media and film, finance, arts, building and construction industry, manufacturing green industry, ecotourism, agricultural activities and industrial uses.

Chapter 6: Open Space, Trails, Parks and Recreation Areas Element

Santa Fe County's landscape includes abundant natural and cultural resources as well as incredible outdoor recreational opportunities. The open vistas and public lands, parks, trails, and scenic landscapes enhance the quality of life and economic value in the County. Open space, parks, recreation areas, trails, scenic lands and vistas attract businesses and ecotourism and strengthen the county's communities by providing opportunities for residents to recreate and connect with the landscape and nature.

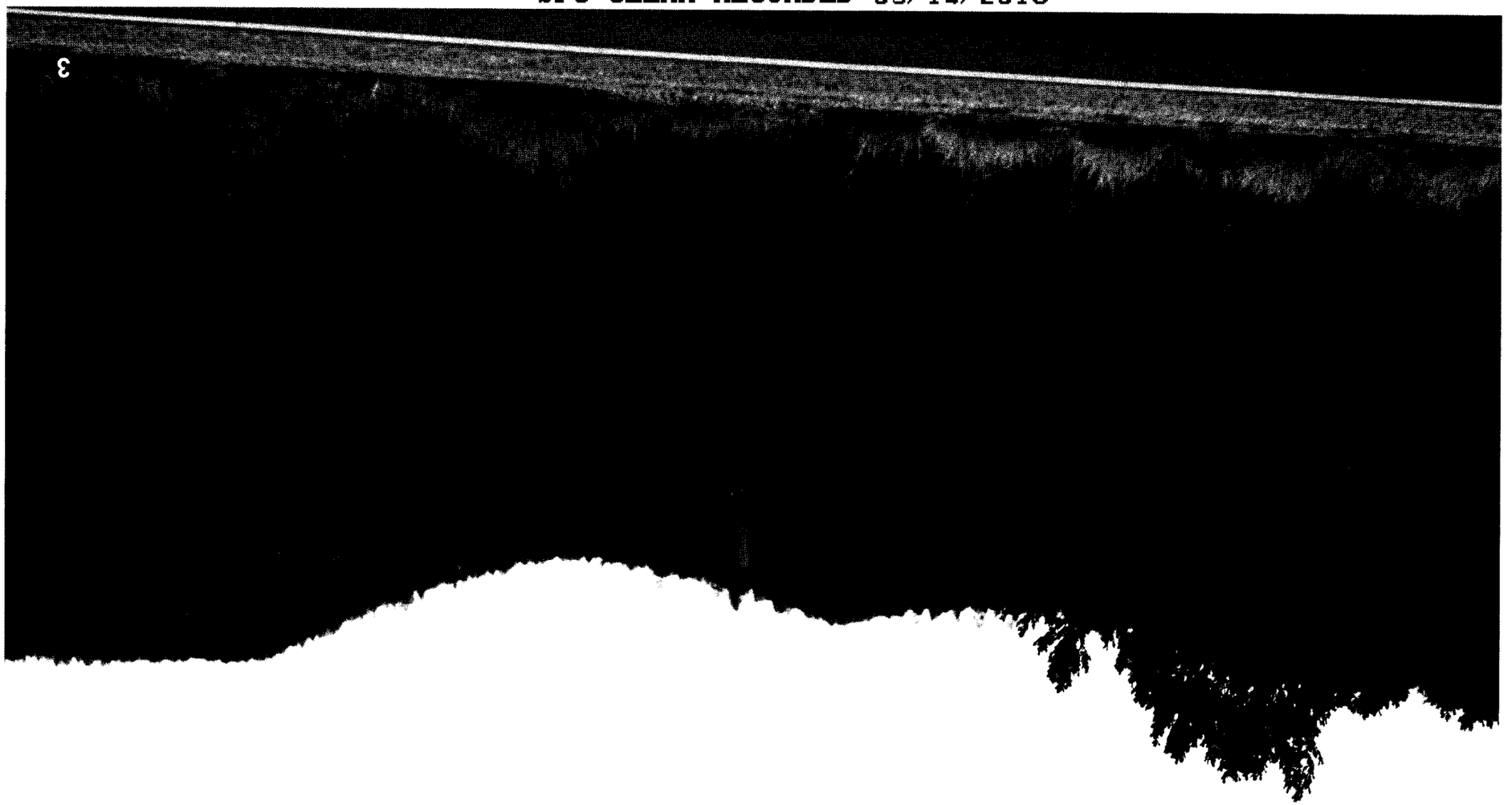
6.2.3.3 County Trail Network – An expanded and well maintained trail network will attract tourists who are looking for an outdoor recreation experience...They are an amenity that improves the quality of life in the community. The trails will enhance the reputation of the county as a quality environment to live and work and will help to attract desirable businesses to the County.

SFC CLERK RECORDED 09/14/2018

SEC. CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018



4

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018



SFC CLERK RECORDED 09/14/2018



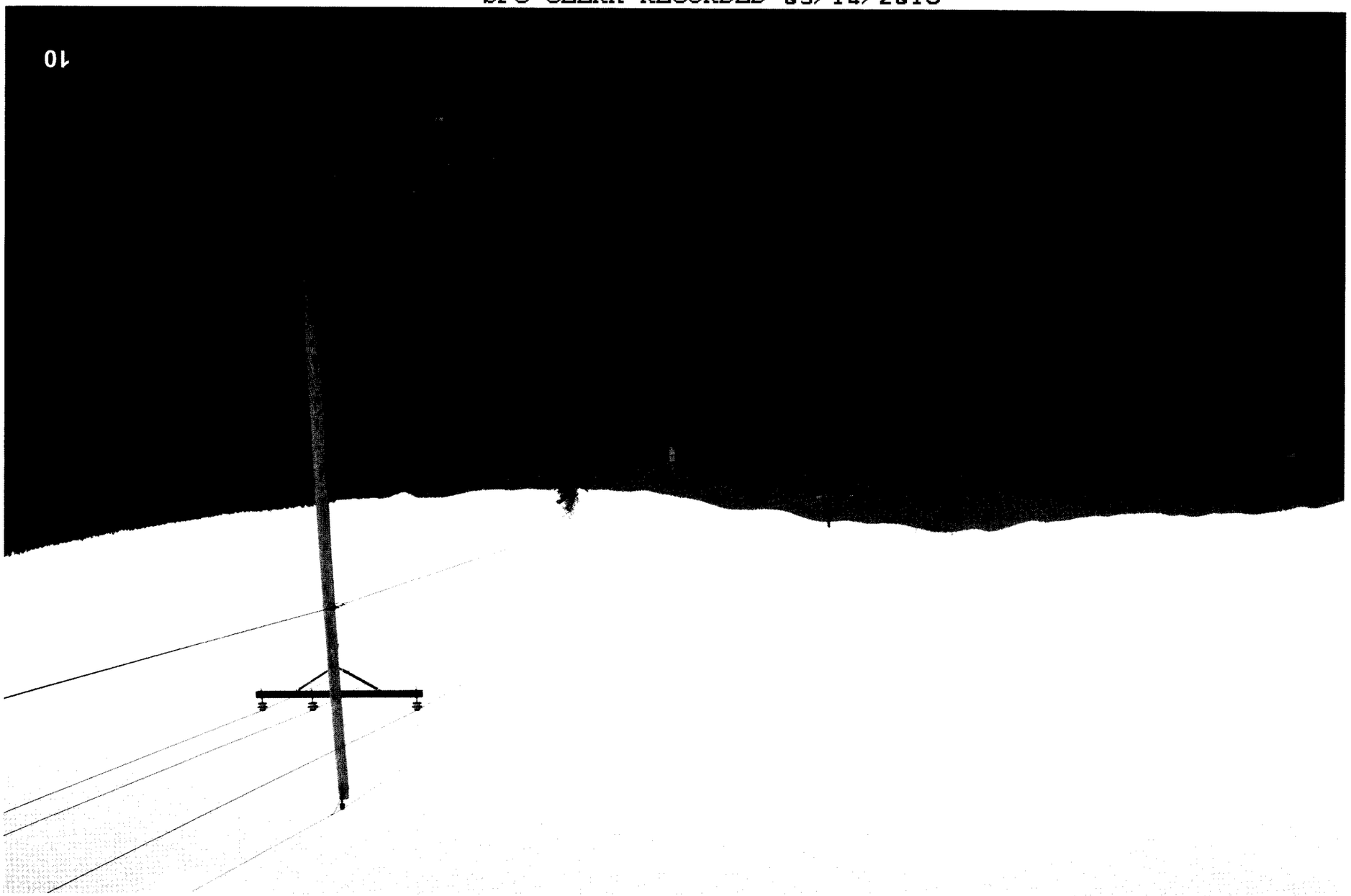
SEC CLERK RECORDED 09/14/2018



SEC CLERK RECORDED 09/14/2018



SFC CLERK RECORDED 09/14/2018



Village of Pecos
92 South Main Street
PO Box 337
Pecos, NM 87552
(505) 757-6591
(505) 757-2833 – Fax
www.villageofpecosnm.org

TELESFOR "TED" BENAVIDEZ
MAYOR

RAMONA QUINTANA
VILLAGE CLERK

ANGELA PEINADO, PhD
VILLAGE TREASURER

BOARD OF TRUSTEES
HERMAN GALLEGOS
RALPH LOPEZ
BRIAN SANDOVAL
ARMANDO GABALDON

SFC CLERK RECORDED 09/14/2018

July 31, 2018

Jose Larranaga
Development Review Team Leader
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

Dear Mr Larranaga:

The Village of Pecos is pleased to support Glorieta's application for county variances to allow some activities on campus to become available for use.

The Village is a small community which does not have many local activities for their youth. Glorieta Camps has supported our local community and it would be difficult to lose these opportunities.

As Mayor and a lifetime resident of this North Central New Mexico Community, I understand and appreciate the work Glorieta Camps have done in the past. New Mexico, in general, continues to be at or near the bottom of many youth indicators, so these activities are essential to provide opportunity for improved outcomes.

On behalf of the Village of Pecos and the many who benefit from Glorieta services, thank you in advance for your continued Support.

With Regards,

Telesfor A. Benavidez
Mayor
505-757-6511

The Village of Pecos
P.O. Box 337
Pecos, New Mexico 87552
Phone (505) 757-6591
Fax (505)757-2833

Mayor Tony J. Roybal
Village Clerk Ramona Quintana
Village Treasurer Arthur R. Varela

Board of Trustees
Joe M. Benavidez
Florencio Varela
Herman Gallegos
Ralph Lopez

January 2, 2017

Penny Ellis Green
County Land Use Administrator
P.O. Box 276, Santa Fe, N.M. 87504-0276

Subject: Case # VAR 17-5190 Glorieta 2.0 Variances

Dear Ms. Green,

A public hearing will be held in the County Commission Chambers of the Santa Fe County on the 4th day of January 2018, at 3 p.m. on a petition to the Santa Fe County Hearing Officer to hear a request by Glorieta Camps for its application for variances in connection with development permits.

Glorieta Camps (formerly Glorieta Conference Center) has a long-established history with the Village of Pecos and the region. Glorieta is a partner in community and economic development in the region. Glorieta currently employees 64 full-time staff members and hires approximately 200 summer staffers and welcomes approximately 29,000 guests to the region.

Glorieta's proximity to the Village of Pecos, El Dorado, Santa Fe, and Albuquerque means that much of the annual payroll is spent locally. Glorieta staff participate in all aspects of community economics by purchasing gas, eating at local restaurants, shopping for supplies, procuring medical services, and attending local churches.

Glorieta Camps makes an effort to purchase local supplies and use local vendors when possible.

Economic impact of Glorieta in the Pecos/Santa Fe/Albuquerque communities

- Annual revenue across 8 programs - $6.5 Million
- Annual payroll to local FT staff - $2.2 Million
- Annual payroll for summer staff - $600,000
- Purchases from local vendors for food, supplies, services – over $1.5 Million

SFC CLERK RECORDED 09/14/2018

Glorieta is a vital community partner and economic development arm for the Village of Pecos and region. We are working closely with Glorieta to develop various partnerships that will strengthen our community. Because of these reasons, we whole heartedly support the application for variance in connection with the development permits listed in Case # VAR 17-5190 Glorieta 2.0 Variances.

If you have any questions or would like to discuss further, please do not hesitate to contact me at 505-757-6511.

Sincerely,

Tony Roybal, Mayor
Village of Pecos

SFC CLERK RECORDED 09/14/2018

Lissabeth Anglin

5405 43rd St.
Lubbock, TX 79414
806-470-7372
Lissa.anglin@me.com

July 30, 2018

To Whom It May Concern:

My family and I have attended family camp at Glorieta for three years now. It is easily one of the most enjoyable times of the year for us- so much so that our kids ask about "next year" almost weekly.

At camp, we are able to focus on things that really matter in life, without our normal day-to-day distractions. We get to challenge ourselves and have new adventures with our children. During these times, we have cherished watching our children harness their bravery, try new things, and even had some fun ourselves. Camp would not (and is not) the same without some of the more adventurous activities, like the zipline and water slides.

When we found out that those would not be utilized, we questioned whether or not to attend camp at Glorieta, or find a new place. I know we were not the only ones.

The staff at Glorieta has proven themselves trustworthy and safety-conscious. We are confident in their ability to manage and maintain these activities.

Please grant Glorieta the variances it needs in order to truly accomplish the many wonderful things they do for their campers and surrounding community.

Sincerely yours,

Lissa Anglin

SFC CLERK RECORDED 09/14/2018

From:	Marshall Moody
To:	joselarra@santafecountynm.gov
Cc:	Hillary Welles
Subject:	Camp Glorieta variance requests
Date:	Sunday, July 29, 2018 5:20:35 PM

Dear Mr. Larranaga,

I am writing you today to show my support for Camp Glorieta's requests for variance from the county.

My family (including some extended family) had the distinct pleasure of visiting Glorieta this past summer, and believe their work is vital to the growth and improvement of all the many groups they serve. The physical challenges presented are inherent to the message of facing one's fears and enjoying the natural gifts around us in a Christian perspective. My family received great gain from these activities, and look forward to enjoying the properly crafted and supervised new activities when we return next year (we have already placed our registration and initial payment). We are still discussing and utilizing many of the lessons learned through direct instruction, family centric time, and the physical activities (and the experiences and lessons derived from them).

We never felt as though anything but the highest level of care was maintained to guaranty our safety during our stay at Glorieta.

As an aside, many of us spend a couple of days in Santa Fe to acclimate prior to camp, so we contribute to the local economy in addition to Glorieta. I believe the new adventures as requested in the variances will serve to keep regulars coming back to this gorgeous area of New Mexico again and again to the area's economic benefit.

Glorieta does great work in a responsible manner from which many benefit. Please grant the variances requested.

Sincerely,

Marshall Moody
Dir: 210-274-3037

615 Midway Crst
San Antonio, TX
78258

Sent from my mobile device.
Please excuse any typos.

SFC CLERK RECORDED 09/14/2018

From: Vivian Nichols
To: joselarra@santafecountynm.gov
Subject: Glorieta - My Story
Date: Sunday, July 29, 2018 6:28:10 PM

Dear Mr. Larranaga:

To my knowledge, my mom first visited New Mexico when she came to Glorieta in 1953 when buildings there were just starting to go up.

My parents first brought me in 1971 when I was just 3 years old, and we came to New Mexico to spend a week at Glorieta every summer since, along with my baby sister, until I graduated from high school in 1986. I remember my grandparents came in the 1970s also.

I even came with my husband to a marriage retreat in early 2000. Now as a single mom, my dream was to bring my two children to New Mexico to visit Glorieta and experience the profound life change I had experienced as a child there. That dream became reality in 2011 when they were just 7 and 5 years old. My daughter, Grace, learned to ride a bike that first week, but even more importantly, she got to see with her own eyes the beauty of New Mexico and the closeness with family that I had come to know growing up in Glorieta.

My kids and I have come every summer since 2011 and just returned from glorious Glorieta for a week of Family Camp in July 2018. They have seen Glorieta transform before their own eyes in the last few years. For instance, the pond is now a waterpark, and the trees you could only see from a distance in your beautiful New Mexico mountains can now be experienced by zip lines.

Unfortunately, the zip lines and several other things have been closed the last two years. With Glorieta's meticulous eye on safety and the environment, we have wondered why. My kids have been saddened but the lines' closure (especially my son, Sammy), and they are hoping that if we can come back at least one more time, they may be opened again.

I write you to let you know of my wholehearted support for Glorieta's variance applications being approved.

I can't thank you enough for Glorieta, New Mexico. I say this in tears – going from a toddler there to now an adult and parent, this special place has formed love, appreciation, and thankfulness in me, and I am forever grateful to you for Glorieta, New Mexico. We just got back home and already look forward to when we can return.

Vivian Nichols
Denton, Texas

SFC CLERK RECORDED 09/14/2018

From:	Tony Yelle
To:	joselarra@santafecountynm.gov
Cc:	Hillary Welles
Subject:	Glorieta Camp - Variances
Date:	Monday, July 30, 2018 9:15:39 AM

Hi Jose,
Good day :) I understand you are determining whether or not the variances for Glorieta Camps will be granted. I very much hope you do grant them.

My family has attended Glorieta Family Camp in the Summers of 2016, 2017, and 2018. This camp is our favorite destination for family vacations because it allows us to experience outdoor adventure, and grow closer together as a family in our walk with Christ.

During our first trip in 2016, we enjoyed Zip Lines, Skeet Shooting, Large Water Slides and various other activities which were removed in 2017 due to the variance application process. We really hoped the activities would be back when we returned in 2018, because encouraged 4 other families to come with us, but alas they were not.

I believe in the power of Christ-like change in people, and have experienced it myself. I hope to instill these values in my children. Biblical teaching is a great thing, but it can also be very boring without breaks for adrenaline pumping adventure.

Telling my children, "Hey, we're going to New Mexico to study the Bible for a week," is a hard sell.

Telling my children, "Hey, we're going to New Mexico to ride Zip Lines, Skeet Shoot, Slide Down 30 foot water slides, and many other exciting things... Oh, and by the way, we're going to grow closer as a family by learning Love, Grace, and Peace while studying the Bible," is greeted with big smiles and cheers.

Please help make it easier for me to be the spiritual leader for my family, and grant the variances for Glorieta Camps.

Thank you,
Tony Yelle
918-812-3350

SFC CLERK RECORDED 09/14/2018

From: killough@suddenlink.net
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Camp Activities
Date: Sunday, July 29, 2018 9:48:31 PM

To whom it may concern:

We wanted to let you know how much the activities at FAMILY camp in Glorieta have impacted our family and church over the past 2 years. We have always yearned for a vacation that would recharge our batteries and nurture and inspire our souls at the same time. This is exactly what FAMILY camp has done for us and our family. We have 2 very energetic boys, and when we asked them if they could pick any vacation in the U.S. (Disney, Lego Land, Great Wolf Lodge, 6 Flags,etc) where would they want to go. Both boys said, "HANDS DOWN FAMILY CAMP!!" This is simply amazing to us as parents, and it shows how much the activities and spiritual atmosphere, draws our younger generation, and satisfies more than ANYTHING the world has to offer. Because of family camp, our family felt lead to start a praise and worship in our own home once a month, as an outreach to others, and to spread the love of Christ through music. This idea came after a family camp devotional question, which lead to a discussion with our family, over the course of the day, while playing and engaging in all sorts of zany activities. We laughed, and played and explored ideas together, which led to Praise and Worship night, which we LOVE and look forward to every month! We deem family camp and the activities that they offer simply PRICELESS to our family and to our church!

Mike and Krista Killough
(703)400-5642
killough@suddenlink.net

SFC CLERK RECORDED 09/14/2018

From: Jeff Sears
To: joselarra@santafecountynm.gov
Subject: Glorieta Camp
Date: Monday, July 23, 2018 9:16:45 AM

It has come to my attention that your office is reviewing various zoning and inspection issues at the Glorieta Camp facilities. As a visitor who was extremely blessed by this facility, and the visits to Santa Fe that have sprung from it, I would strongly encourage you to support this camp to the greatest extent possible. 20yrs ago as a college student I was encouraged and pushed toward deeper Christian service via long talks from the lookout, deep study in the prayer garden, and being exposed to other cultures around the Santa Fe square. I was blessed with the opportunity to return this summer for Family camp with my wife and children, and was excited to see that though the property had changed hands, the mission remained. It was a huge blessing to get my children out of their suburban comfort zone and press them physically and spiritually as we bonded as a family. As they overcame the physical challenges of several of the activities, their hearts softened and they were so much more open to teaching and encouragement. I have highly recommended this camp to friends, and have friends attending family camp later this summer, and I've already booked for next summer.

I was somewhat aware of the current compliance issues before my recent visit, and made a point to keep an eye out for issues, and I observed none. The updates to the facilities from what I recall from 20yrs past were excellent. The staff's commitment to safety was unquestioned. The overall appreciation of the mountain setting was very well done (while still providing just enough comfort for us lowland suburbanites). As an engineer I greatly respect your responsibility to enforce regulations and protect the public, and I also understand there is a lot of grey area and discretion involved in unique facilities like this. Again I would like to encourage you to support the needs of the Glorieta Camp so that it can continue to be such a blessing to families and youth that have the opportunity to attend.

Jeff Sears
Oklahoma City, OK
College Week: '96, '97, '98
Family Camp: '18, '19!

SFC CLERK RECORDED 09/14/2018

From:	Kyle Cravens
To:	Hillary Welles
Cc:	Meredith Nelson; Caitlin Barge
Subject:	Glorieta Camps Adventure Recreation Elements
Date:	Wednesday, August 08, 2018 8:57:02 AM

To Whom It May Concern,

FUGE Camps, a ministry of LifeWay Christian Resources has held camp at Glorieta Conference Center for 40 summers! We have partnered with the new owners of the Conference Center, Camp Eagle and Glorieta Camps for the past 5 summers. This summer, Glorieta Camps hosted FUGE Camps four sessions from June 14 to July 1. Over 4,300 students and adults attended camp as church groups throughout this four-session period. These groups came from locations throughout the West and even the South.

Glorieta is a great location for camp! We have groups that come back year after year. The beauty of the location and it's adventure recreation elements available to students and adults are big attractions.

The adventure recreation elements such as rappelling, climbing walls, and zip lines are not only fun times for students but they provide great opportunities for our leaders to relate these experiences to life and even more importantly to their faith walk and relationship with the Lord. When students are given the opportunity to participate in adventure recreation elements, they build trust, self confidence and independence and have the chance to be outside in God's creation. These elements also allow students to work together and develop team dynamics and leadership skills.

For the past two summers, several of these adventure recreation elements were not open and available. Students and adults were disappointed and missed out on a large part of their camp experience.

I know from my interactions with Glorieta Camps that they have worked to ensure these elements are safe and ready for camp. I ask that you grant Glorieta Camps the variances needed to open these adventure recreation elements for future use.

Please feel free to call me if you have questions or would like to discuss this further.

--
Kyle Cravens, FUGE Camps Coordinator
LifeWay Christian Resources
615-251-3823

Serving student ministries in their mission of making disciples.

Follow FUGE Camps on Facebook-fugecamps, Twitter-FUGECamps,
Blog-blog.lifeway.com/fuge

SFC CLERK RECORDED 09/14/2018

From: Lanman
To: joselarra@santafecountynm.gov
Subject: Glorieta Camps Variance Appeal
Date: Wednesday, August 01, 2018 10:20:20 AM

August 1, 2018

Jose Larranaga, Development Review Team Leader
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190
Community Appeal to BCC

Dear Jose,

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. Prior to Glorieta Camps purchasing the property from the Baptist Conference organization, the property sad idle for many years deteriorating from lack of maintenance and use. The GC personnel were faced with a daunting task of renovating the property in order to open up the camp. The work that was done to fix the rotting infrastructure and to add all the unique outstanding additions is remarkable and has enhanced the entire facility, creating an environment unlike any in the surrounding Santa Fe area. Now, the facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents. In that regard.

Glorieta Camps has generously offered their facility at no cost to the Core Crew, a Santa Fe volunteer non-profit group, to stage bicycle, X-Terra, cyclocross and running races. The trails are unique and unlike any in the Santa Fe area which encourages athletes' participation. Monies generated by these events are donated to the Santa Fe Conservation Trust, Christis St.Vincent and many other non-profit organizations. As stated above, GC is a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Also from a purely cycling standpoint, Glorieta Camps unique mountain bike specific trails will help Santa Fe become an IMBA Gold Ride Center. Presently we are a Silver Ride Center and with the addition of GCs and some new trails that Santa Fe Fat Tire Society has planned, we hope to upgrade to Gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the US to ride here.

Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Henry R Lanman Jr
Tina E Lanman

--

Henry & Tina Lanman
86 Principe De Paz
Santa Fe, NM 87508
lanmanclan@q.com

505-466-4591

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

From: Theodore Petkov
To: joselarra@santafecountynm.gov; Hillary Welles
Subject: Glorieta Camps
Date: Monday, July 23, 2018 11:30:28 AM

Jose Larrañaga, Development Review Team Leader

Growth Management Department

Santa Fe County

102 Grant Avenue

Santa Fe, NM 87501

Dear Commissioners,

I am writing this letter in support of Glorieta Camps. As an avid mountain biker and hiker, I greatly appreciate the use of the extensive trails availed to the public by the administrators of Glorieta Camps. Its employees have been cordial and inviting on every occasion. Even in the summer months when the camp caters to tens of thousands of young patrons, its trails have been left open for public use via a more remote entry. There is no question in my mind that Glorieta Camps provides a valuable asset to the Santa Fe community. It furthers the spirit of outdoor adventure and exploration through its ongoing commitment to a variety of outdoor activities. For both young and old, these endeavors contribute to a healthier lifestyle and a better communion with nature. Please support a legislative path that nurtures these programs rather than finding reasons to stall them.

Sincerely,

Theodore M. Petkov, MD
51 Media Luna Rd
Santa Fe, NM 87508
505-982-9933 (home)
607-351-8333 (cell)

SFC CLERK RECORDED 09/14/2018

From: Mason Randall
To: joselarra@santafecountynm.gov
Subject: Glorieta Camps
Date: Monday, July 23, 2018 8:29:02 PM
Attachments: image001.png

Jose and others,

My names is Mason Randall. I am one of the pastors at Lake Pointe Church in Rockwall TX and we recently attended a week at family camp at Glorieta and it was fantastic. I am well aware of the review process that is taking place and I wanted to offer my feedback and opinions.

I am in my 21st year of full time pastoral ministry and many of those years have been filled with taking teenagers and different men's groups on adventures around the country. I have seen first hand how the element of structured and safe adventure can ignite a passion and fire inside people. I have watched many different people enjoy something that gets their blood pumping and how that has helped to lead to some major changes in their lives and overcoming huge obstacles later.

While at Glorieta my family loved the adventure element to what we did and we were hungry for more. Those experiences together were responsible for a tighter bond in our family and unforgettable moments that we are very thankful for.

As you and your team seek wisdom in their review process I am a voice that says that I would greatly trust Glorieta and their staff with any adventure they put in our path. They are responsible and totally trust them with the leading of my family on very fun adventures.

Please feel free to call my cell phone at 214-738-2675 if I can assist in any way.

lakepointe
CHURCH

Mason L. Randall
Pastor of Men and Young Married Adults

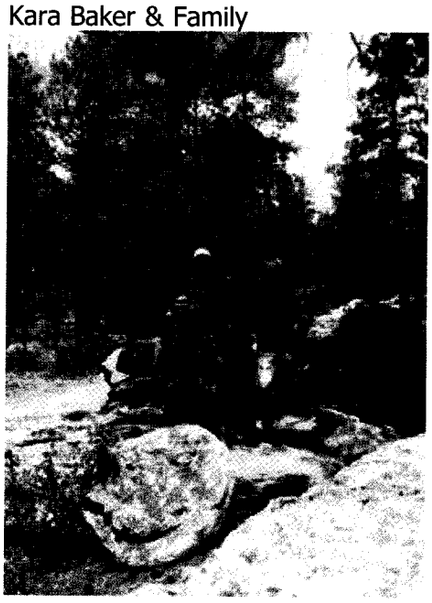
SFC CLERK RECORDED 09/14/2018

From: Kara Baker
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Family Camp
Date: Monday, July 30, 2018 4:58:45 PM

To Whom It May Concern:

My family and I want to take a moment to express our gratitude (and enthusiasm) for the camps provided at Glorieta. Our oldest son has attended several youth camps and we as a family have been blessed to attend family camp! What an amazing experience we have had on the Glorieta campus! It's rare to find a Christ centered experience, nestled into a fun, activity driven environment for the entire family!
We are in complete support of the variance applications being approved so that Glorieta can continue its work for Christ through outdoor adventures for youth and families! We are signed up to return next summer and we look forward to seeing the campus flourish and grow!

Kara Baker & Family



SFC CLERK RECORDED 09/14/2018

From: Drew Phillips
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Family Camp
Date: Monday, July 23, 2018 8:04:11 AM

Good morning Jose,

I wanted to write to let you all know what a great impact Glorieta had on our family this past weekend.

Back in April of 2016 our 5 yr. old son past away in a tragic accident. At that time our daughter Taylor was 8, she was Bryce's best friend. Since losing Bryce there have not been many smiles or laughs from Taylor.

Last week we spent a week at Glorieta's Family camp thinking it would be a great adventure for Taylor and our whole family to experience God's word and adventure. Taylor and our whole family had such a great time together. The outdoor adventure was something we will never forget. To see Taylor laughing and smiling was a joy to our hearts that we thought we may never see again.

Thanks to the folks at Glorieta, they made that happen!

We are forever grateful.

With love,
The Phillips Family

SFC CLERK RECORDED 09/14/2018

From: Paige
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Family Camp
Date: Monday, July 23, 2018 2:32:19 PM

Jose,

Our family has attended Glorieta's family camp for the past two summers. I have to say that one of the reasons we originally chose Glorieta was because they offered such a wide variety of activities. My kids were especially excited about the Zip Lines and the water front activities. We were so disappointed to learn that these activities had been shut down but still wanted to give Glorieta a chance.

Glorieta has gone out of there way the past two summers to help our family have a spectacular time. Safety is always a very high priority on all activities. We are in full support of the their applications for the variances to reopen some of the activities. These particular activities are very popular with the kids and will be a welcomed addition back to Glorieta.

We have no doubt in Glorieta's ability to build these activities to the highest safety standards and ensure the safety of all of their guests. Please consider approving these applications.

Thank you for your time.

Paige Scarbrough
Assistant Project Manager
O: 817-551-2870 x 106
F: 817-551-2878
M: 817-521-2951
www.firelineservices.com

FireLine SERVICES INC
Site Work Contractor ~Est. 1992
24/7 Emergency Blowout Service

SFC CLERK RECORDED 09/14/2018

From:	Chase Hildenbrand
To:	joselarra@santafecountynm.gov
Cc:	Hillary Welles
Subject:	Glorieta Support
Date:	Thursday, August 02, 2018 10:52:50 AM

Hello,

We have been to Glorieta Group Camp the past two summers and have had an amazing experience.

Please find favor with approving their variance applications. The extra activities being provided at camp would be phenomenal for our students to experience, as it would continue promote Christ-like change through these outdoor adventures and Biblical truth.

Thank you!

--
Chase Hildenbrand
Middle School Pastor
Christ Community Church
(520) 296-8501
http://ccctucson.org

SFC CLERK RECORDED 09/14/2018

From: Adam Viramontes
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Variance Approval
Date: Monday, July 23, 2018 3:13:41 PM

Mr. Larranaga,
I'm writing to express my sincere support of Glorieta Camps and all they offer to the beautiful state of New Mexico and the many who travel here with the express intention of visiting Glorieta. This camp has served as a safe environment of fun and faith for decades in New Mexico. My family has personally benefited from their adventurous amenities. Many of our friends and church members, likewise, have personally benefited from excellent experiences at the camp. The thought of not having Glorieta run at full capacity pains me.

It's my understanding that there are several county variances that will be coming before the Board of County Commissioners for Santa Fe County on August 14. It is with an urgent plea that I ask you to do everything in your power with unwavering support to ensure these variances are granted!

Thank you for your thoughtful consideration.

Adam Viramontes

Lead Pastor | **Mosaic Church**
www.MosaicABQ.com | MosaicABQ.church
(505) 269 - 2114

SFC CLERK RECORDED 09/14/2018

From: Shawn Anglin
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Glorieta Variances Hearing
Date: Monday, July 30, 2018 2:30:27 PM

To whom it may concern-
I have visited Glorieta since I was a child. As I grew older, we stopped going to Glorieta, and one reason was the campground wasn't keeping up with the camps in the region or country in regards to activities, facilities, etc. That was true until Camp Eagle bought the camp and made the renovations in facilities like the zip line, water slides, splash pad, and other adventure activities. It's no secret they're an industry leader and for the past 3 years I have taken my family to Family Camp in Glorieta, and for the past two years, I have been disappointed to see that they are being held back because of the lack of variances they need to obtain in certain activities.

Adventure is a huge part of why we choose Glorieta for our family camp, and the relationships we forge with other families, our Children and the ability to bond through adventure is a huge part of our family dynamics.

I'm asking you to please grant the variances necessary to allow Glorieta to once again operate the zip lines, water slides, splash pad, and any other activity in question. These items are essential to create the environment we wish to be able to bring our family back for years to come. Thank you for your time!

Shawn Anglin

Sent from my iPhone

SFC CLERK RECORDED 09/14/2018

From: Crystal O"Grady
To: joselarra@santafecountynm.gov; Hillary Welles
Subject: Glorietta
Date: Saturday, July 28, 2018 10:42:40 AM

Good morning,
I am writing on behalf of Glorieta Family Camp. I would like to express my support of the variance applications approval. We just experienced our first week at Family Camp, and the opportunity to participate in group led activities is what really made camp for us. To be able to experience outdoor adventures together as a family was truly special. Glorieta does a wonderful job supervising and leading the activities. We were really looking forward to the zipline this year, but unfortunately it wasn't open. We are hoping that next year, we will get to experience the zipline as well as any other activities that the camp comes up with.
Thank you,
Crystal O'Grady

SFC CLERK RECORDED 09/14/2018

To Whom it may Concern:

Our family just returned from an amazing week at Glorieta and wanted to share our experience with you.

This was our first trip to New Mexico (we live the northwest valley in Phoenix, AZ) and our experience at Glorieta was phenomenal – we will definitely be back. The camp grounds are absolutely beautiful. The accommodations for our family were top notch. Everything was done with excellence! Beyond enjoying fantastic meals and time together, the outdoor adventures provided at Glorieta were incredible. Safety was the top priority of our counselors and they communicated all safety instructions prior to each activity, and made sure guidelines were followed during the course of the activity.

Our family came home refreshed, with a new perspective on our mission to show God's love and the difference Christ's sacrifice has made in our lives. Our time spent at Glorieta was amazing and we plan to return again in future years. We'd love to enjoy even more outdoor activities on our next visit (some of them were closed this year which we would have enjoyed).

We encourage you to grant the county variances required for Glorieta to continue providing amazing outdoor adventure for students and families alike. It is a phenomenal ministry we support and would encourage you to do the same.

Sincerely,

Jeff & Ashley Hite

Glorieta Trip: July 15-21, 2018 (Family Camp)

Jeff – Engineer & Paramedic with City of Glendale Fire Department
Ashley – Director's Assistant at Christ's Church of the Valley

SFC CLERK RECORDED 09/14/2018

July 19, 2018

To Whom It May Concern:

Our family has been very interested in the situation at Glorieta and following along from a distance for sometime now and heard that it might be of assistance for you to hear from users as to the impact this campus and many of its on site activities have had.

This year was our families fourth year to attended programs at this facility. This camp and the programs we have participated in there have allowed us to connect with our kids and one another in a way that is unique to this place. The offerings that they have on-site have allowed us to build bonds and inroads into deeper connections with our kids that have made us a stronger more unified family. Having so many options on site is critical in this experience in that there is no time or logistical waste in getting from one thing to the next.

Coming for continuous years has allowed us to witness the impacting of having these newer elements closed and continuing to be closed in this manner will undoubtedly be a major hurdle in moving forward with like programing. They have done a wonderful job at adapting to this situation and moving forward but we also see the closing of the elements as a challenge to the program and most of all see their non use as a hindrance in the end to the user that not only is losing out of the experience but the deepening impact that it could be having on the participant as a individual or a family like ours.

A bit about our family, my wife and I have three boys, we both worked in the camps/adventure programing industry for a number of years in Colorado, New Mexico and Texas. I now own a facility services and construction company and a retail flooring business. In our experience within this industry we have never been involved with a camp that takes safety for their guest and the experience as well as the training and the preparedness of their employees as serious as the Glorieta team does. They are consummate professionals within their industry and thus the place we have chosen to bring our family, this is not by accident, having worked within the industry we have seen many less than idea situations and operations, so in looking for a place to bring our own family these concerns were paramount for us.

In short we want to show our utmost support for Glorieta and their variance applications in this matter. Their dedication to inspire Christ-like change through outdoor adventure and Biblical truth could really benefit by having these various elements operational again. We hope that you will assist them to this end so that the impacts these facilities make in lives can again be seen and felt by the end user.

Thank you for your time and consideration,

Zach Knight
926 Pine St.
Abilene, TX 79601
zachaknight@gmail.com

SFC CLERK RECORDED 09/14/2018

From: Kim Talley
To: Hillary Welles
Subject: Letter of Support for Glorieta
Date: Monday, July 30, 2018 11:07:54 AM

Dear Mr. Larrañaga,

I am writing to you in regards to the proposed variances being requested by Glorieta Camps. As Family Pastor at First Presbyterian Church in Amarillo, I have the privilege of working with hundreds of families in the West Texas area. One of our greatest needs is providing these families with an affordable, safe, high quality retreat experience that is within a half-day driving distance. For many years we tried various locations in West Texas and other parts of New Mexico and even went as far as Colorado. None of these camps were able to meet our needs until several years ago the Glorieta staff came to Amarillo to inform us of their new purchase of the Glorieta property. We took a small group of college students that fall to give it a try. We were amazed at what they had done with a classic, older property that had been badly in need of a makeover. The remodeling, new landscaping and repurposing of an incredible location in beautiful New Mexico was outstanding. The staff were exceptional and the updates were done tastefully, professionally and with a great vision for groups to enjoy the best of "The Land of Enchantment". Since that first test retreat we have now used Glorieta exclusively for our church getaways. For the past four years we have had our yearly College Retreat, Men's Retreat, and All Church Retreat at Glorieta. Hundreds of our people have enjoyed the programs and beauty of the location without any incidents or concerns for safety, excellence, and service. The property is more than adequately staffed and well trained. The "adventure experiences" that Glorieta offers are as well monitored and maintained as any I have seen before. They go through extensive steps and instructions and hands on teaching to ensure a safe and positive experience. We have never been worried about the care they give to our retreat attendees. Such great treatment brings our people back to New Mexico and Glorieta year after year.

Having worked with students and families for over 40 years, I have conducted on hundreds of retreats and been too scores of different camps and retreat facilities. With that background I can honestly say that Glorieta is an asset to our ministry here at First Presbyterian Amarillo. I also believe that Glorieta is a major attraction to many churches and organizations in the West Texas region. We will continue to use them primarily as our retreat resource and appreciate your giving their request a positive outcome for the sake of the many grateful families and individuals that will be coming year after year to this "enchanted" area.

With Gratitude,

Reverend Kim Talley

SFC CLERK RECORDED 09/14/2018

Intergenerational Pastor

First Presbyterian Church

1100 South Harrison

SFC CLERK RECORDED 09/14/2018

212 Pinon
Glorieta, NM 87535
August 2, 2018

Board of County Commissioners
c/o Jose Larranaga
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe NM 87501

Commissioners:

My name is Lamar Meadows and I am writing you on behalf Glorieta Camps. I have a family history as a lease holder here at Glorieta since 1953 and have been coming out to the Conference center/Camp most of my 70 years of life so as one might imagine, I have seen many changes to the campus development.

I appreciate and love this place as it has played a large role in my life. I have observed the redevelopment of this encampment from an interested personal point of view as my wife and I plan our time to increase here with our recent retirement. I respectfully encourage and support the approval of the camp's variance applications. This camp and the people associated with it are doing great works with young boys and girls developing them into ever greater men and women. I have personally seen huge smiles on campers faces and enthusiastic and encouraging leaders every day that I been here at Glorieta.

This is a great encampment and I encourage you to allow it's continued growth and success in developing the youth of today in it's very unique and special ways with it's outdoor adventure experiences.

Very respectfully yours
Dr. Lamar Meadows

SFC CLERK RECORDED 09/14/2018

From: Reed Redus
To: joselarra@santafecountynm.gov
Cc: Hillary Welles; Jen Peterson; James Peterson
Subject: Please Support Glorieta Camps
Date: Thursday, July 26, 2018 4:47:53 PM

July 26, 2018

Dear Mr. Larranaga,

Thank you for your part in making Santa Fe an awesome place to live! I am writing today in support of Glorieta Camps. Please approve their county variances because the camp benefits our local community in so many ways!

The folks at Glorieta offer wonderful activities for the children and youth of Santa Fe, many of whom are at risk. During the summer, Glorieta offers a Day Camp that is a fantastic option for parents. Both of my elementary-age children go to Day Camp, and many of their friends are involved as well. One of my neighbors sends her children to Day Camp for most of the summer so that she can work to provide for them.

The staff at Glorieta have been such a positive influence in my children's lives. Glorieta offers scholarships for those who need them, and they even offer pick-up in Santa Fe at two separate locations! Our church gives to this scholarship fund because we appreciate the tremendous, positive activity for the children and youth of our city.

In addition to being a positive moral influence in our area, Glorieta is a welcome addition to our economy. Retreats at Glorieta create local jobs and bring valuable dollars to our economy. Visitors to Glorieta spend money dining, shopping, skiing, cycling, and other ways. Not only tourism dollars for Santa Fe, but the more needy economies in Pecos, Rowe, and along east I-25 need the valuable jobs that the camp provides.

Finally, Glorieta has shown wonderful openness to the local community. We have seen dozens of groups staying at Glorieta do various types of community service throughout Santa Fe. In partnership with the Santa Fe Fat Tire Society, the camp has created world-class mountain bike trails and even built an access trail to allow mountain bike access to the beautiful property. This giving spirit exemplifies what New Mexico is all about!

Thank you for your time, and I hope you see the wonderful benefit this camp brings to our community. They care about us, and I hope as a community, we can care about them as well. Our church loves our community. If you ever need anything or if I can serve you in any way, please let me know.

May God bless you,

Rev. Reed J. Redus

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

From: Mary Ann Saville
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: RE: Glorieta 2.0
Date: Monday, July 30, 2018 4:26:52 PM

Dear Mr. Larranaga,

I am a resident of La Cueva Canyon in Glorieta, located right next door to the Glorieta Camps. I am writing to let you know that myself and my family completely support Glorieta 2.0 and are in favor of their variances being granted.
My son (who is now 12) and his friends, have been attending the Glorieta Camps for many years now. Glorieta Camps is a wonderful, outdoor church camp that is available for the children of our county and state. It is a great asset and my son has benefited greatly from it. The staff and residents of Glorieta Camps have been nothing but helpful and positive members of our community. I think anything we can do as a community to help this organization out, would be a positive and beneficial move.
If you have any questions for me, please do not hesitate to call me.
Thank you!

Best wishes,
Mary Ann Saville
(505) 660-6377

SFC CLERK RECORDED 09/14/2018

From: Brad Barnett
To: joselarra@santafecountynm.gov
Subject: Support for Glorieta Camps
Date: Tuesday, July 31, 2018 8:30:07 AM

Jose,

I hope this message finds you doing well. I wanted to write a letter in support of Glorieta Conference Center as we are a partnering organization (LifeWay Christian Resources) that brings 5500-7000 students each summer to your county to participate in their camps.

These are churches from neighboring states that add in excess of $1,350,000 of tourism dollars to the local economy each summer through registrant fees and shopping in Santa Fe. A big part of their decision to attend Glorieta Camps is the array of recreational activities they provide. Please know that any help in allowing Glorieta to move forward with the high ropes elements/ziplines would be a positive decision in terms of helping attract these churches in the years to come.

Thank you for considering this short email of support on their behalf.

Brad Barnett
Sr. Manager of Operations and Events
brad.barnett@lifeway.com
205.876.2570(d)

SFC CLERK RECORDED 09/14/2018

From: Andrew Moody
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Support For Glorieta Camps
Date: Thursday, July 26, 2018 8:25:36 PM

Greeting Mr. Larranaga,

I am writing to express to you my support for Glorieta camps in your upcoming hearing. For two years, I have brought my wife and four children to Glorieta and have been blessed by their family camp. It is a bright spot of our year, and we are already registered to return again next Summer. We love it so much we have brought my parents and my brother and his family, and next year my sister will also be bringing her family and we have several other friends who are considering coming as well.

The staff at Glorieta is excellent, and they have taken great care of us. The grounds are well kept, and it is obvious they take their stewardship of this beautiful property very seriously. Safety is always front and center in any of the fun adventure activities we have participated in. Safety rules and procedures are reviewed thoroughly at the beginning of every activity, and for many activities helmets are required for all participants.

I encourage you to approve the variance applications so that they can resume their other adventure activities. They have invested a great deal in creating those experiences over the years, and it is a shame they are currently not being utilized.

We drive all the way from San Antonio, Texas to be there. While there, we also actively support your local economy as do all of the other hundreds (maybe thousands?) of families that come each Summer. We go out to eat in Santa Fe, we visit Meow Wolf, we go white water rafting, and do other shopping. The women went out and had a spa day, and had a wonderful time enjoying the city. Glorieta camps encourage us to take part in these kinds of local activities that help to support the local economy.

They are a good neighbor, they are adding value to the area, and I hope they will be given due consideration at the upcoming hearing.

If you have any questions about my family's experiences with the camp, please don't hesitate to reach out for further information.

With Thanks,
Andrew Moody
210-833-3891

SFC CLERK RECORDED 09/14/2018

From: Lance.Couch@dell.com
To: joselarra@santafecountynm.gov
Cc: Hillary Welles
Subject: Support for the Approval of Glorieta"s Variance Application
Date: Tuesday, July 24, 2018 12:45:53 PM

Mr. Larranaga,

I have had the pleasure the past two years to experience the invaluable work Glorieta camps do to inspire Christ-like life-change through outdoor adventure and Biblical teaching. I can say without hesitation that I have seen lives (both adult and children) impacted in a positive way through the adventure activities at Glorieta. These adventure activities provide concrete reinforcement of the life lessons taught by the staff and speakers at Glorieta. As such, they are an indispensable part to the personal growth and life changes that occur when people attend camps at Glorieta.

I believe that Glorieta serves a great function not only to those who attend their camps, but also to the state of New Mexico . I therefore support Glorieta's variance applications being approved, and I ask that you support it as well. With the approval of the variance application, Glorieta will be unencumbered in its effort to inspire life-change through adventure.

Thank you for your time and consideration in this matter. If you'd like to speak with me directly regarding Glorieta, feel free to call or email me using the contact information provided below.

Regards,
Lance Couch
Proposal Manager
Dell EMC
Office 512.723.2482
lance.couch@dell.com

SFC CLERK RECORDED 09/14/2018

From: Mark Moody
To: joselarra@santafecountynm.gov; Hillary Welles
Subject: Support letter for Glorieta to the Growth Management Department
Date: Monday, July 23, 2018 4:21:16 PM

Dear Mr. Larranaga,

My name is Joe M. ("Mark") Moody and my wife Susan and I are writing to encourage you and the members of the Growth Management Department to favorably regard the application for variances made to you by the Glorieta Camp. We, along with our 2 sons and their families, recently attended the family portion of the camp July 1-8. The experience was a wonderful and affordable opportunity for the 12 of us to have time together for recreation and growing together as a family. The week we attended there were probably about 200 people in the family portion of the camp in addition to attendees in other areas of the camp. The recreational activities were an important aspect of the benefit for us. Hiking, mountain biking, mountain scooters and tree climbing were great opportunities for us to enjoy time of encouraging each other and building memories. It would have been even better if other activities such as a zip line activity were available to us to share as well.

The ministry of the Glorieta camp is a powerful and good influence in the direction of lives of those able to attend, and Susan and I encourage you to seriously consider approving the application of the camp for variances in order to improve the effectiveness of the Glorieta camp ministry. If you have any questions for us or would like to correspond further, we are happy to do so. My email is jmoodysa@aol.com and my cell phone for voice or text is 210-379-8606.

Thank you for your kind attention to our request. Peace!

Mark and Susan Moody

SFC CLERK RECORDED 09/14/2018

From:	willp@cielovista.org
To:	joselarra@santafecountynm.gov
Cc:	Hillary Welles
Subject:	Support of Glorierta Camp variances by the Santa Fe Board of County Commissioners on August 14, 2018 at 5 pm
Date:	Monday, July 23, 2018 4:30:37 PM

To Jose Larrañaga
Development Review Team Leader
Growth Management Department
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

Mr. Larrañaga,

Good day sir I trust and pray you are well. My name is Will Perez and am the Youth and Family Pastor at Cielo Vista church located in El Paso, Texas. I am writing you today to express my organizations support for Glorierta Camp variances that are coming up for hearing by the Santa Fe Board of County Commissioners on August 14, 2018 at 5 pm. Why is a church in El Paso, Texas support these variances and Glorierta? Allow me to expand on our recent visit.

This past week nighty students and eight staff personally made the trek over to this Santa Fe jewel. The experience during the camp was phenomenal. We saw connections between our youth like never before and a desire to grow and expand their knowledge of each other, God, and Scripture. We witness students that were stuck in all sorts of illicit behavior come together and open up for help. This would not have been possible without the work done and the activities these students were subject to, that help build community at this site.

Mr. Larrañaga, I am not sure how much you are connected with ministry work, but a key aspect to it, is the ability to break down barriers, to develop trust, to become connected so that silence is broken and dialogue begins. Activity driven places such as what Glorierta offers are not just adventure park themes and fun. The activities at Glorierta are closely and marvelously integrated with the program and the teaching that occurs. They purposely and safely allow students to step out of their comfort zone and experience success and confidence rarely if ever found within the confines of a home church or community.

As a former employee of a multi-national industrial giant I am completely appreciative of all safety concerns and needs. As a recent guest at Glorierta, I was very impressed with the safety measures implemented by the staff and their business processes. Therefore, as a neighbor, and customer I would ask that you consider this letter as our support of the facility, its staff, and the variances required to organize and execute all activities at the site. As we believe that the greater the offering the greater the impact to our area youth.

Thank you for your time have if you have any question please do not hesitant to contact me at the

SFC CLERK RECORDED 09/14/2018

information below:

Will Perez
Youth and Family Pastor
Cielo Vista Church, El Paso, Texas 79936
(915) 595-0387 ext. 103 (office)
(915) 490-0649 (cell)

SFC CLERK RECORDED 09/14/2018

33 Velocity Way, Santa Fe, NM 87508
phone: 505-473-1010 • www.bti-usa.com

BICYCLE TECHNOLOGIES INTERNATIONAL

January 4, 2018

To whom it may concern,

BTI is a Santa Fe based bicycle parts distribution company employing 35 people. We supply bike shops across the US and internationally.

We support Glorieta Camps efforts to develop roads and trails on their property. These bikeways have already proven to be an economic driver for Santa Fe County, through events like the Big Mountain Enduro, Glorieta Cyclocross, and the X-Terra Tri. BTI views these trails as an employee recruitment and retention asset, which our staff uses frequently.

In the big picture, sporting goods industries are in decline. The solution is more opportunities for outdoor recreation, not less. Glorieta Camps' is creating a healthier community by graciously opening their doors to outsiders. BTI urges Santa Fe County to genuinely support their efforts by granting them the permits/variances needed to continue their good work.

Sincerely,

Preston Martin
Owner, President
BTI

SFC CLERK RECORDED 09/14/2018

From: Bern Chavez <bernc@sagebrush.church>
Date: Thu, Feb 1, 2018 at 7:28 PM
Subject: Glorieta Camps
To: <joselarra@santafecountynm.gov>, <pengreen@santafeecountynm.gov>dany

Penny Ellis Green, Director of the Growth Management Department
Jose Larranaga, Development Review Team Leader

Dear Penny Ellis Green and Jose Larranaga:

Thank you so much for taking time to read this short note of support for Glorieta Camps. The Camps have proven to be an integral part of the community, and a key contributor toward the development of children, youth, adults, and leadership teams. Our local campus in Santa Fe is made up of almost 500 people, many of whom enjoy and depend on what Glorieta Camps offer. In addition our main location in Albuquerque and other campuses are supported by the Camps.

Glorieta Camps provides critical resources that aren't otherwise available anywhere in the area. Those include meeting facilities, housing, meals, and especially the various outdoor events and activities for retreats and leadership development missions. These enable us to hold focused learning and development activities with a recreational element that is vital to the process. The Glorieta Camps staff provides a highly organized and service oriented product that adds value.

Our sense is that the folks at the Camps are sincere and focused on excellence in what they do and provide, while they work hard to meet and comply with regulatory and compliance standards. To that end we hope Glorieta Camps will be able to continue to offer these current great experiences and that you might give them consideration. I'd be glad to give you any other information that would be helpful.

Warm regards,

Bern

Bern Chavez, Campus Pastor
Sagebrush Church
3405 Vereda Baja
Santa Fe, NM 87508
(c)505.948.2199
(e)bernc@sagebrush.church
(text)SBSF to 99000
(decision)505.922.9297

SFC CLERK RECORDED 09/14/2018

February 4, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances, Case #17-5190

Dear Commissioners:

I write you to express my support for granting Glorieta Camps variance requests.

I have lived in Santa Fe for 35 years and I am very active in the mountain biking community and the Santa Fe Fat Tire Society (local mountain biking group) and put time in every year to build and maintain mountain bike and multi-use trails. The purpose built mountain bike trails at Glorieta Camp, for which the variance is being sought, are arguably the best in Northern New Mexico. While the current situation is regrettable, the fact remains that the facilities Glorieta Camp has constructed, and made available to the mountain biking community and utilizes for a national and regional mountain bike races, is unique and enhances quality of life for the local community as well as drawing in visitors from New Mexico and out of state.

At a recent BTAC (Bicycle Trails Advisory Council) meeting I attended, a presentation was made regarding what it would take to move Santa Fe from the current IMBA (International Mountain Biking Association) Silver-level to Gold. One of the requirements that Santa Fe did not meet when last evaluated, was the existence of 'purpose built' mountain bike trails. The extensive networks of multi-use trails (La Tierra, Dale Ball, US Forest Service lands) allowed Santa Fe to reach the Silver level. Without the trails at Glorieta Camp, Santa Fe will not reach Gold-level status.

I understand that mistakes were made when the trails were first built, but my understanding is that Glorieta Camp does want to be a good neighbor and in the future will work hard to comply with all Santa Fe County regulations. Please do not take the very harsh action of requiring Glorieta Camp to remove the trails that have been built with a lot of hard work and sweat. This would punish Glorieta Camp but it would also take a resource from the local community and it would remove a desirable attraction for visitors.

Please grant the requested variance.

Sincerely,

Dr. Carl W. Gable
1051 Chicoma Vista
Santa Fe NM 87507

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.
I am a single female that frequently ends up riding mountain bike trails by myself. Glorieta Camps has the kind of trails that enjoy riding. Glorieta Camps is one of the safest trail systems for me to ride because there are employees 7 days a week in the area who can assist with 911 in case of an emergency, if needed.
Sincerely,
Patricia Jenkins

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. Prior to Glorieta Camps purchasing the property from the Baptist Conference organization, the property sad idle for many years deteriorating from lack of maintenance and use. The GC personnel were faced with a daunting task of renovating the property in order to open up the camp. The work that was done to fix the rotting infrastructure and to add all the unique outstanding additions is remarkable and has enhanced the entire facility, creating an environment unlike any in the surrounding Santa Fe area. Now, the facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents. In that regard.

Glorieta Camps has generously offered their facility at no cost to the Core Crew, a Santa Fe volunteer non-profit group, to stage bicycle, X-Terra, cyclocross and running races. The trails are unique and unlike any in the Santa Fe area which encourages athletes' participation. Monies generated by these events are donated to the Santa Fe Conservation Trust, Christis St.Vincent and many other non-profit organizations. As stated above, GC is a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Also from a purely cycling standpoint, Glorieta Camps unique mountain bike specific trails will help Santa Fe become an IMBA Gold Ride Center. Presently we are a Silver Ride Center and with the addition of GCs and some new trails that Santa Fe Fat Tire Society has planned, we hope to upgrade to Gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the US to ride here.

Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Henry R Lanman Jr

--
Henry & Tina Lanman
86 Principe De Paz
Santa Fe, NM 87508
lanmanclan@q.com
505-466-4591

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. Prior to Glorieta Camps purchasing the property from the Baptist Conference organization, the property sad idle for many years deteriorating from lack of maintenance and use. The GC personnel were faced with a daunting task of renovating the property in order to open up the camp. The work that was done to fix the rotting infrastructure and to add all the unique outstanding additions is remarkable and has enhanced the entire facility, creating an environment unlike any in the surrounding Santa Fe area. Now, the facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents. In that regard.

Glorieta Camps has generously offered their facility at no cost to the Core Crew, a Santa Fe volunteer non-profit group, to stage bicycle, X-Terra, cyclocross and running races. The trails are unique and unlike any in the Santa Fe area which encourages athletes' participation. Monies generated by these events are donated to the Santa Fe Conservation Trust, Christis St.Vincent and many other non-profit organizations. As stated above, GC is a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Also from a purely cycling standpoint, Glorieta Camps unique mountain bike specific trails will help Santa Fe become an IMBA Gold Ride Center. Presently we are a Silver Ride Center and with the addition of GCs and some new trails that Santa Fe Fat Tire Society has planned, we hope to upgrade to Gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the US to ride here.

Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Tina E Lanman

Tina Lanman
86 Principe De Paz
Santa Fe, NM 87508
lanmanclan@q.com
505-466-4591

SFC CLERK RECORDED 09/14/2018

Jose Larranaga

From: Zachary Garza <zach@odessabible.org>
Sent: Tuesday, January 30, 2018 10:10 AM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Camp County Variances

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it may concern:

Hello, my name is Zachary Garza. I am the youth pastor at Odessa Bible Church in Odessa, Texas. At the end of February, I will begin my 7th year as the youth pastor here at OBC. Over the past 6 years, we have taken many students to our biggest event of the year, summer camp. As you can imagine, being out in West Texas has some challenges; one of those being finding a camp that's worth the 5+ hour drive. This past summer, we ventured to Glorieta for the first time and I cannot begin to tell you what a time we had. This past summer was our best summer ever as a student ministry. It's places like Glorieta Camp that provide opportunities for our students to grow through its counselors, leaders, facilities, and activities.

Franklin D. Roosevelt said this about relationships, "If civilization is to survive, we must cultivate the science of human relationships - the ability of all peoples, of all kinds, to live together, in the same world at peace."

Through its different avenues, and especially its activities, Glorieta Camps lives by this. These activities, leaders, counselors, and facilities — they help us youth pastors and leaders cultivate better relationships with our students so that we can send them out to show love and peace to our society.

Here are some videos I created from this past summer to share with your staff:

Day 3 Recap: http://bit.do/day3glorieta
Glorieta Camp Recap: http://bit.do/OBCglorietacamp

Thank you for taking the time to read my message!

Be blessed,

Zach Garza
Youth Pastor / Media Director | Odessa Bible Church
(325) 728 - 7123 | zach@odessabible.org

SFC CLERK RECORDED 09/14/2018



NBB-377

Jose Larranaga

From: Brian Romero <brian@viewslandscaping.com>
Sent: Friday, February 02, 2018 12:48 PM
To: Jose Larranaga; Penny Ellis-Green
Subject: Glorieta 2.0

Hello,

I wanted to express my support for Glorieta 2.0. My kids all attend their summer Day Camps and other camps throughout the year. We have never had any other camp or program impact our kids as positively as this one. Whether you have girls or boys they are challenged, directed and taken care of while learning, developing and growing in all the right ways. My daughter has dreams of camp and always is telling us about her great memories.

I cannot say enough positive things about this organization. The setting is beautiful and the kids do not have their phones and video games eating up their time and minds. They get to be outside in a great place having fun and blossoming into the people they should be. Every day after camp they are excited, tired, happy and full of stories. We have gained friends within the community that we would have not have made otherwise. Our 5 year old is looking forward to the day when he can attend.

Please grant the permits and variances this great organization seeks. When the kids were able to enjoy the full range of activities they benefitted even more and had great fun. I can only imagine how many more lives can be positively impacted if they can offer even more than they did last summer. I wholeheartedly endorse this Camp.

Thank you for considering the positive and beneficial impact expanding their resources will have.

Sincerely,

Brian Romero
VIEWS, LLC
LANDSCAPES OF DISTINCTION
505-577-1430 mobile
www.viewslandscaping.com

SFC CLERK RECORDED 09/14/2018

NBB-377

Jose Larranaga

From: Gloria Romero <gloria@viewslandscaping.com>
Sent: Friday, February 02, 2018 12:29 PM
To: Jose Larranaga; Penny Ellis-Green
Subject: Glorieta 2.0 Permits and Variances

Greetings,

I am writing today asking you to grant the permits and variances requested by Glorieta 2.0. As a parent I am always looking for activities that allow my children to grow and develop in a safe and appropriate setting. Glorieta has more than exceeded our expectations in this manner.

Every year for the last 4 years we have sent our kids to the summer Day Camp and have always been amazed at how much they love it. From the last day of camp in August until the next camp starts they talk about their experiences, the friends they made, how much they love the counselors, the great setting and on and on. In a day and age of electronics, social media, television and print advertising all geared toward consumerism, poor behavior, material wealth and the pursuit of possessions and/or being a YouTube star, it is invaluable to find an organization such as Glorieta. They are dedicated to building character, strengths and values in children who will grow up to be citizens, parents, social influencers.

The activities the Camp offers reinforce confidence, helping others, group and personal development and growth. My daughter who is 11 changed drastically for the better the very first summer she attended. She went from being a shy, quiet, inhibited little girl who stayed on the fringes of group activities to a brave, self assured, physically confident now pre-teen. My son who is 14 has benefitted greatly from the male role models he has had the opportunity to interact with. The counselors have shown that you can be a strong male while also demonstrating values, character and accountability that enhance and direct that young man energy.

Our children all need to be surrounded by people of excellence in order for them to grow, develop and flourish into the people and citizens we want them to be. Glorieta is actively impacting all the kids in a profoundly positive manner each time they hold a camp or program. The physical challenges their camp offers build skills, confidences, good physical health and are tremendous fun for everyone. It would be very sad to see this Camp have to wait any longer, or not receive, the variances they request. Summer will be here sooner than we think and the kids are missing out when the Camp can't operate at their full potential. We love Glorieta 2.0 and have sent friends and family members there because we support and believe in them so strongly. They are a great influencer on our community and children. Their Day Camp Assistant Director has even attended our daughter's volleyball games to show support. This is the type of person you want your kids to be around.

Having a pre-teen girl I am grateful that largely due to this Camp's programs my daughter loves herself, feels comfortable taking physical challenges head-on, is not intimidated by boys or sees any drawbacks to being a girl. My son has learned empathy and made friends that share his good values. My children are respectful and realize they are accountable for their decisions and behavior. There is no other activity including sports that have had the overall positive impact Glorieta has had. Please grant all their permits and variances and allow them to offer the full range of programs they are capable of. So many kids and families will be impacted in a positive way. I would be happy to speak with you if necessary as would my kids. Thank you for your careful consideration and hopefully approval.

Warm regards,
Gloria Romero

SFC CLERK RECORDED 09/14/2018

NBB-378

Jose Larranaga

From: Kyle Cravens <kyle.cravens@lifeway.com>
Sent: Friday, February 02, 2018 12:00 PM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Cc: Meredith Nelson; Ben Trueblood; Brad Barnett
Subject: Glorieta Camps

To Whom It May Concern,

Glorieta hosts FUGE Camps during the summer. This summer, FUGE Camps will hold camp at Glorieta for four sessions from June 14 to July 1. We anticipate having over 5,000 students and adults coming to camp as church groups throughout this four-session period. These groups come from locations throughout the West and even the South.

Glorieta is a great location for camp! We have groups that come back year after year. Part of the attraction to this location is the adventure recreation options available to students and adults. These options such as rappelling, climbing walls, and zip lines are not only fun times for students but they provide great opportunities for our leaders to relate these experiences to life and even more importantly to their faith walk and relationship with the Lord.

Last summer, with many of these options not available, church groups were very disappointed and students missed out on a large part of their camp experience.

I know from my interactions with Glorieta that they have worked hard to ensure these elements are safe and ready for camp. I ask that you give careful consideration to this issue and grant Glorieta the variances needed to open these adventure recreation elements for this summer.

Please feel free to call me if you have questions or would like to discuss this further.

--
Kyle Cravens, FUGE Camps Coordinator
LifeWay Christian Resources
615-251-3823

Serving student ministries in their mission of making disciples.

Follow FUGE Camps on Facebook-fugecamps, Twitter-FUGECamps, Blog-blog.lifeway.com/fuge

SFC CLERK RECORDED 09/14/2018

NBB-379

Jose Larranaga

From: Judy Smith <jsmith@crawford-isd.net>
Sent: Friday, February 02, 2018 1:05 PM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Camps

Glorieta has been an important part of our family for years. My husband and I met there in 1983. Throughout the years, we have visited and sponsored groups who have enjoyed the wonderful campus. The improvements Camp
Eagle has made to the facilities revived the camp. This organization works to inspire Christ-like change through outdoor adventure and Biblical truth. Attempting to provide outdoor adventure required changes to the original campus. All of the changes are designed to enhance the natural beauty of the landscape while allowing participant to experience adventure. We have zip-lined, drift triked, participated in the super swings, and hiked the many trails. I support the variance applications being approved and stand behind the mission of this camp. Thank you for serving your community.

Judy Smith
Crawford High School
Chemistry/Physics
(254) 717-6657

SFC CLERK RECORDED 09/14/2018

NBB-380

Southwest Forestry Services

Forest Health Specialists | Wildland Firefighters

Christian Carter 505.658.6123

southwestforestry19@gmail.com

February 2, 2018

VIA EMAIL

Penny Ellis Green
Director of the Growth Management Department
Santa Fe County Land Use Administrator
P.O. Box 276
Santa Fe, N.M. 87504-0276
pengreen@santafecountynm.gov

Re: Glorieta Camps Road Variances

Dear Ms. Green,

My name is Christian Carter, owner of Southwest Forestry Services. Over the past two years, I have had the pleasure to work with Glorieta camps in their efforts to be stewards of their land.

I am a wildland firefighter and have worked closely with Glorieta Camps, with the funding they have received, to create a defensible space around their structures as well as improve wildlife habitat and forest health. As of now, we have thinned 85 acres along the road that is in question. Southwest Forestry Services finds a reclamation and re-permit on this road to be a public safety risk, as all thinning operations have been determined off this road system, ie. being used as a firebreak and getting fire crews and fire equipment into place to protect the local community (Glorieta).

Overall, Southwest Forestry Services has completed 110 acres of forest health improvements encircling Glorieta Camps and we recommend leaving this road system in place, as all forest treatments have been designed around the continued improvement of these road systems for use by emergency services.

Thank you for your consideration,

Christian Carter, Owner
Southwest Forestry Services

cc: Jose Larranaga, Development Review Team Leader, joselarra@santafecountynm.gov

SFC CLERK RECORDED 09/14/2018

NBB-381

Jose Larranaga

From: Randolph Dillard <rpdillard@gmail.com>
Sent: Saturday, February 03, 2018 11:42 AM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Camps Support

To Whom It May concern,

Hello, my name is Randolph P Dillard and I am and have been the retreat coordinator for Fellowship Missionary Baptist Church's annual Men's Retreat for the past few years located at Glorieta Camps.

This retreat has been a tremendous blessing to me personally as well as all the men who were able to attend. This peaceful and tranquil escape has helped our ministry reach men by allowing them time to unwind, decompress and draw closer to God and each other through their outstanding accommodations. For example, Glorieta Camps is and has been a wonderful place for prayer, biblical teaching, activities, food, and fellowship. I especially enjoy and look forward to working with the extremely helpful camp staff who make sure that we have what we need to achieve our goals during our visits.

Lastly & specifically, we support Glorieta Camps endeavor to greatly expand their influence by offering Christ-like change through outdoor adventure and Biblical truth.

Randolph P Dillard

8308 Rancho Paraiso NW

Albuquerque, NM 87120

Phone 505-263-6984

SFC CLERK RECORDED 09/14/2018

NBB-382

Jose Larranaga

From: Joe Shearer <JShearer@woundedwarriorproject.org>
Sent: Tuesday, January 30, 2018 11:59 PM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Camps

Follow Up Flag: Follow up
Flag Status: Completed

Ms. Ellis-Green and Mr. Larranaga,

My name is Joe Shearer and I have worked for the last 5-years at Wounded Warrior Project in a program called Project Odyssey. Project Odyssey is a multi-day event where we leverage outdoor adventure as the context for teaching coping skills to combat veterans suffering from PTSD. Some of the most important relationships we have, that enable our program to exist, are the amazing partners that provide the venues for these events.

My relationship with Glorieta Camps and their sister properties is particularly special. Since 2013 when I first began working with them, we have served roughly 200 wounded service members through dozens of events together. I have witnessed first-hand the value of the work that takes place at Glorieta. Not just in my groups, but also in the thousands of young people that attend their summer camps and all the other wonderful groups that have the opportunity to visit.

It is my understanding that Glorieta has applied for a number of county variances, permits, and permissions to be able to offer their full range of programming to patrons like myself. I am grateful for regulation and oversight in matters such as this because it promotes safe operations and helps protect the community and environment as well. In working with Glorieta over the years I know that they are passionate not only about their mission of service but also about the communities in which they work and live. If they should be granted their request I am certain that they would proceed with the utmost care and attention to detail in the construction and operation of their activities. Everyone whom I have had the pleasure to interact with at Glorieta has been extremely professional and knows their craft at the highest level. I travel all over the country and have run programming in dozens of venues, so I have a clear understanding of what a site like Glorieta should look like and how they should operate. The staff at Glorieta is by far a cut above the rest.

Glorieta and their ability to operate is important to me personally and essential to the success of my program and the wounded service members it serves. I strongly support the approval of their variance applications and sincerely hope that on February 15th you too will be an advocate on their behalf.

If there are any questions that I can answer about my experience with Glorieta or my support for their applications, please feel free to reach out to me directly at (904) 528-6798.

Thank you,

JOE SHEARER
Combat Stress Recovery Specialist

M: 904.528.6798

Wounded Warrior Project
1 South Nevada Drive, Suite 205
Colorado Springs, CO 80903

SFC CLERK RECORDED 09/14/2018

NBB-383

Jose Larranaga

From: Blake Clevenger <blakeclevenger@gmail.com>
Sent: Wednesday, January 31, 2018 8:40 AM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Variance Application

Follow Up Flag: Follow up
Flag Status: Completed

I wanted to take a moment to express my desire for Glorieta Camps be able to continue to put on the amazing camps and activities that they do. My family has spent 3 weeks out there, each of the past 2 summers. I have also made numerous trips out in between. The camp and the staff are amazing. The work they do is world-class.

I am a part of a church that brings nearly 2000 people each summer to the camp because we so greatly believe in the work they are doing. If their application for the variance is allowed, it will enable the camp do continue to do even more amazing things. Their mission is to inspire Christ-like change through outdoor adventure and biblical truth. The outdoor adventure element is what drew me to the camp initially. I was drawn because I knew that it would be a place the students I try to minister to would be drawn to. I can first hand attest that without the outdoor adventure elements, many of the teenage boys and young men might not have given the camp a shot. When the camp is able to do more, it opens the door for more people to be inspired and impacted. Please strongly consider this permit and the unlimited potential that is has to impact lives.

Blake Clevenger
806.570.1651

SFC CLERK RECORDED 09/14/2018

NBB - 384

Jose Larranaga

From: Tammy Roberts <tkroberts00@gmail.com>
Sent: Friday, February 02, 2018 11:26 AM
To: Jose Larranaga; Kel Beal; pengreen@santafeecountynm.gov
Subject: Glorieta

To Whom It May Concern:
As a leader I cannot even begin to describe how much Glorieta means to our youth group. Glorieta has provided not only our students, but also our small group leaders the opportunity to engage in God's word, with each other, and of course the Lord's beauty. Glorieta does more for our youth group in one week than we can do in a year of programming. The staff is completely intentional, prepared, and truly amazing. Glorieta makes my job as a leader so easy. From registration to execution the staff and directors are by far the best. Every year we are blessed with the high quality and innovative experiences this staff and facility provides. Thank you so much Glorieta, we love you beyond words!
I completely understand that decisions are hard and there are big picture issues at stake, but I pray that this committee can see the valuable resource that Glorieta can provide that state of New Mexico. Your state is glorious and beautiful. I am praying for an endearing partnership that will be beneficial for all parties. Please feel free to contact me if you need any other information.
Sincerely,
Tammy Roberts
Director of Next Generation Ministry
Live Oak Community Church

SFC CLERK RECORDED 09/14/2018

NBB-385

Jose Larranaga

From: Neal Pederson <np@atsnm.com>
Sent: Tuesday, February 06, 2018 11:11 AM
To: Jose Larranaga
Subject: RE: Glorieta 2.0 Variances Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. I am in the Tuff Rider Mountain Bike club in Los Alamos and often come down to the Glorieta Camps facility to ride some of the most unique and well-built trails in the state of New Mexico. When I go I often bring friends and family and later enjoy eating out at some of the many restaurants in Santa Fe. Without Glorieta, I would rarely get off the hill to ride unless I am driving a long ways to go somewhere like Moab, UT or Crested Butte, CO. Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and visitors.

Best Regards,

Neal Pederson
President, VI Control Systems
2173 Deer Trail, Los Alamos, NM 87544
TEL: 505.662.1461, FAX: 866.422.2931
np@vicontrols.com

CONFIDENTIALITY NOTICE: This E-mail, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by replay E-mail/Fax and destroy all copies of the original message.

SFC CLERK RECORDED 09/14/2018

NBR-386

Jose Larranaga

From: Mary Ann Saville <vedeli@cybermesa.com>
Sent: Thursday, February 01, 2018 4:01 PM
To: Jose Larranaga
Subject: RE: Glorieta 2.0

Dear Mr. Larranaga,

I am writing to you with regards to Glorieta 2.0. We live right next door to Glorieta Camps, in La Cueva Canyon. The Glorieta Camps facility and staff have been wonderful neighbors. We absolutely support Glorieta 2.0 and are in favor of their variances being granted.
My son (who is now 11) and his friends, have been attending the Glorieta Camps for many years now. This is a wonderful, outdoor church camp that is available for the children of our county and state. It is a great asset and my son has really benefited from it. I think anything we can do as a community to help this organization out, would be a positive and beneficial move.
If you have any questions for me, please do not hesitate to call me.
Thank you!

Best wishes,
Mary Ann Saville
(505) 660-6377

SFC CLERK RECORDED 09/14/2018

NBB-387

Jose Larranaga

From: Andre Wiltenburg <andre@climbsantafe.com>
Sent: Thursday, February 01, 2018 2:13 PM
To: Jose Larranaga
Subject: Request for variances in Santa Fe County code regarding Glorieta development.
Attachments: Glorieta support letter to Jose Larranaga.pdf

Dear Mr. Larranaga:

I am writing on behalf of the Santa Fe Climbing Center in support of Golrieta's application for variances in the Santa Fe County code.

Glorieta enhances Santa Fe County with the services they provide. They are a valuable contributor to the economy in Santa Fe County. They create lots of job opportunities for locals and bring business from outside the state to Santa Fe. Santa Fe and the Santa Fe Climbing Center benefit from having Glorieta because the staff and clients they bring to end up adding to our local economy. Not permitting Glorieta development of their property will put undue difficulty on their operations to the extent that it will have major negative effects on their business.

Besides adding to our economy Glorieta provides a variety of much-needed activities to our local youth and families. Glorieta is a community member that adds positive impact to Santa Fe County. They have partnered with multiple businesses in Santa Fe to make wonderful changes in our community. We have partner with Glorieta to bring extraordinary events to Santa Fe. We have also collaborated on how we can improve our community in Santa Fe. Denying variances in the Santa Fe County code will impede their ability to promote positive change in Santa Fe.

Therefore, we encourage you to allow for the requested variances by Glorieta so that they can continue their positive impact to our community.

Respectfully,

Andre Wiltenburg, Owner
Santa Fe Climbing Center Ltd. Co.
3008 Cielo Court
Santa Fe, NM 87507
www.climbsantafe.com
505-986-8944

SFC CLERK RECORDED 09/14/2018

NBB-388

3008 Cielo Court
Santa Fe, New Mexico 87507
Phone: (505) 986 8944
info@climbsantafe.com
www.climbsantafe.com

January 30, 2018

Jose Larranaga
Santa Fe County, Development Review Team Leader
P.O. Box 276
Santa Fe, NM 87504-0276
joselarra@santafecountynm.gov

RE: Request for variances in Santa Fe County code regarding Glorieta development.

Dear Mr. Larranaga:

I am writing on behalf of the Santa Fe Climbing Center in support of Golrieta's application for variances in the Santa Fe County code.

Glorieta enhances Santa Fe County with the services they provide. They are a valuable contributor to the economy in Santa Fe County. They create lots of job opportunities for locals and bring business from outside the state to Santa Fe. Santa Fe and the Santa Fe Climbing Center benefit from having Glorieta because the staff and clients they bring to end up adding to our local economy. Not permitting Glorieta development of their property will put undue difficulty on their operations to the extent that it will have major negative effects on their business.

Besides adding to our economy Glorieta provides a variety of much-needed activities to our local youth and families. Glorieta is a community member that adds positive impact to Santa Fe County. They have partnered with multiple businesses in Santa Fe to make wonderful changes in our community. We have partner with Glorieta to bring extraordinary events to Santa Fe. We have also collaborated on how we can improve our community in Santa Fe. Denying variances in the Santa Fe County code will impede their ability to promote positive change in Santa Fe.

Therefore, we encourage you to allow for the requested variances by Glorieta so that they can continue their positive impact to our community.

Respectfully,

Andre Wiltenburg, Owner
Santa Fe Climbing Center Ltd. Co.

SFC CLERK RECORDED 09/14/2018

NBB- 389

Student Life
2195 Parkway Lake Dr.
Hoover, AL 35244
1.800.718.2267

January 31, 2018

Penny Ellis-Green
Santa Fe County Land Use Administration
P.O. Box 276
Santa Fe, NM 87504-0276

Dear Penny,

It was brought to my attention that there is a scheduled hearing on February 15 regarding variances for several of the activities on Glorieta's campus. As a long-time customer of Glorieta who leads a camping organization that brings thousands of students and adults from 10 plus states every year to Santa Fe county, I am writing to ask that you all please pass these variances to allow for Glorieta to continue to provide the great activities on their campus that our customers have come to love about their campus.

I also want to communicate how much these activities influence the decision-making ability of our customers. We serve over 40,000 customers per summer and are a part of a larger organization with whom we serve over 125,000 customers per summer. I share that to say that from our perspective, Santa Fe County wins when Glorieta wins. A strong Glorieta ensures that tourism and the revenue attached to those customers continues to be seen in Santa Fe County in the future.

I've left my contact info attached, and would be happy to talk through any questions or comments you may have about how our organization utilizes the grounds at Glorieta. Thank you for taking the time to consider the thoughts contained in this letter.

Sincerely,

Brad Barnett

Brad Barnett
Director-Student Life Camp
Brad@studentlife.com

SFC CLERK RECORDED 09/14/2018

HELPING PEOPLE KNOW CHRIST THROUGH HIS WORD
STUDENTLIFE / PO BOX 36040 / BIRMINGHAM, AL 35236 / studentlife.com / p: 800.718.2267 / f: 13969

NBB-390

Jose Larranaga

From: mgontram@gmail.com on behalf of Matthew Gontram <matt@newmexicoriveradventures.com>
Sent: Friday, February 02, 2018 7:27 AM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Support for Glorieta Camps

Categories: Red Category

Hello,

My name is Matthew Gontram and am the President of New Mexico River Adventures. We are the Top Rated River Outfitter in the state and have a close relationship with Glorieta Camps. Over the period of 4 years, we have worked very closely with Glorieta Camps and seen the extreme level of professionalism and safety that they provide to their guests daily. We certainly hope that they are able to secure the proper variances and permits to operate all of their activities.

Most importantly, this is Good for Santa Fe and Good for New Mexico. This is a responsible, conscientious, and safety prioritized organization that represents the best of outdoor pursuits in Santa Fe and New Mexico as a whole. Please do not further hinder their vision.

Respectfully,

Matthew Gontram
Exceptional River Trips in New Mexico
newmexicoriveradventures.com
505.983.7756
800.983.7756

SFC CLERK RECORDED 09/14/2018

NBB-391

Jose Larranaga

From: Aaron Beazley <abeazley@crestwoodbc.com>
Sent: Tuesday, January 30, 2018 3:36 PM
To: Jose Larranaga
Subject: Testimony for Glorieta's application for county variances

Follow Up Flag: Follow up
Flag Status: Completed

Hello Mr. Larranaga,

I wanted to write you and tell you I support Glorieta's application for variances.

I have been an outdoor educator, camp professional, and youth minister for the past fourteen years. Glorieta is in my opinion a leader in the field of outdoor education and camp ministry. Their ministry shaped me professionally and spiritually. Additionally, they have been instrumental in shaping groups of teenagers I have been involved with for the past six years and the life change I have seen is phenomenal.

Glorieta provided a safe environment for my students to experience the wilderness. Many of them this was their first time in the mountains. All the activities were safe and help bring our group closer together.

These variances are essential for their highly successful ministry to continue. These variances are not only critical for them as an organization and their participants, but also for how they are able to positively impact the whole community around them.

Gloriet is a huge asset for the community. They have a heart for those who live around them and providing outdoor recreational opportunities directly to them. As Glorieta grows they will continue to develop their outreach to the community. I have seen this first hand at their sister camp property in Texas. In addition to this they provide top notch outdoor recreation tourism such as bike and trail races.

I fully support Glorieta seeking these variances. I encourage you to look past any negatives voices trying to sabotage this organization because of their misplaced anger, which should be directed at the previous owner's failure to maintain a successful camp model. Glorieta willingly stepped into a property falling into disrepair and is creating what will be a gem of Santa Fe. Through your willingness and actions you will bring this one step closer to reality and provide students like mine an awesome outdoor adventure experience for years to come.

Thanks,

Aaron Beazley

Youth Pastor
Crestwood Baptist
Lumberton, TX
Cell: (817)706-5040

SFC CLERK RECORDED 09/14/2018

NBB-392

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,
Brad Nyenhuis

SFC CLERK RECORDED 09/14/2018

NBB-393

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Pat Brown

NBB-394

SFC CLERK RECORDED 09/14/2018

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

SFC CLERK RECORDED 09/14/2018

NBB-395

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests.

The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Chris Wilkins

Chris Wilkins
408 Cortez Place
Santa Fe, NM 97501

SFC CLERK RECORDED 09/14/2018

NBB-396

February 2, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. We are new neighbors of the Santa Fe county area and just beginning exploration of the Glorieta Camps facility. This facility is a valuable county resource for outdoor adventures, including mountain biking, hiking, and other healthy activities. Our understanding is the camp contributes significantly to the economic and social development of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. Glorieta Camps is a special mountain-side property where many man-hours of camp improvements and trail work has made possible outdoor activities which are unique in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and its visitors.

Sincerely,
Thomas F. Egan

Thomas F Egan

SFC CLERK RECORDED 09/14/2018

NBB-397

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. Prior to Glorieta Camps purchasing the property from the Baptist Conference organization, the property sad idle for many years deteriorating from lack of maintenance and use. The GC personnel were faced with a daunting task of renovating the property in order to open up the camp. The work that was done to fix the rotting infrastructure and to add all the unique outstanding additions is remarkable and has enhanced the entire facility, creating an environment unlike any in the surrounding Santa Fe area. Now, the facility is an important destination for mountain biking, hiking, camping, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents.

In that regard, Glorieta Camps has generously offered their facility at no cost to the Core Crew, a Santa Fe volunteer non-profit group, to stage bicycle, X-Terra, cyclocross and running races. The trails are unique and unlike any in the Santa Fe area which attracts athletes' participation. Monies generated by these events are donated to the Santa Fe Conservation Trust, Christis St.Vincent and many other non-profit organizations. As stated above, GC is a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Also from a purely cycling standpoint, Glorieta Camps unique mountain bike specific trails will help Santa Fe become an IMBA Gold Ride Center. Presently we are a Silver Ride Center and with the addition of GCs and some new trails that Santa Fe Fat Tire Society has planned, we hope to upgrade to Gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the World to ride here.

Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Henry R Lanman Jr

SFC CLERK RECORDED 09/14/2018

NBB-398

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. Prior to Glorieta Camps purchasing the property from the Baptist Conference organization, the property sad idle for many years deteriorating from lack of maintenance and use. The GC personnel were faced with a daunting task of renovating the property in order to open up the camp. The work that was done to fix the rotting infrastructure and to add all the unique outstanding additions is remarkable and has enhanced the entire facility, creating an environment unlike any in the surrounding Santa Fe area. Now, the facility is an important destination for mountain biking, hiking, camping, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents.

In that regard, Glorieta Camps has generously offered their facility at no cost to the Core Crew, a Santa Fe volunteer non-profit group, to stage bicycle, X-Terra, cyclocross and running races. The trails are unique and unlike any in the Santa Fe area which attracts athletes' participation. Monies generated by these events are donated to the Santa Fe Conservation Trust, Christis St.Vincent and many other non-profit organizations. As stated above, GC is a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Also from a purely cycling standpoint, Glorieta Camps unique mountain bike specific trails will help Santa Fe become an IMBA Gold Ride Center. Presently we are a Silver Ride Center and with the addition of GCs and some new trails that Santa Fe Fat Tire Society has planned, we hope to upgrade to Gold. This will add an additional economic boost to Santa Fe by attracting riders from all over the World to ride here.

Thank you for your consideration in this matter and I am asking you to please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Tina E Lanman

SFC CLERK RECORDED 09/14/2018

NBB-399

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta Camps variance requests. Glorieta 2.0 offers a unique combination of outdoor adventure and religious study in a beautiful natural setting. Their mission is "to inspire Christ-like change through outdoor adventure, authentic relationships, and Biblical truth." The bike trails, zip lines, and other outdoor amenities they offer are integral to the success of their program, which is targeted to young people and families. Their dedication to helping youth and families find their spiritual truth through rigorous activity is a positive force for our community and for visitors alike. In addition, they add substantially to the tax base of the County through their immensely successful outreach programs, which draw thousands of visitors annually.

Please approve the variance requests so that Glorieta 2.0 can continue to positively impact our community as well as our out of state visitors.

Sincerely, James B Shanaberger

It is a fact that the job situation and economic growth is very small in this city.

I have been going out to this facility for over 25 years. The opportunity at this facility has opened it up for a great many uses. Please consider this.

Thank you.

NBB-400

SFC CLERK RECORDED 09/14/2018

February 1, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Dean Fry
1461 Encina Road
Santa Fe, NM 87505

SFC CLERK RECORDED 09/14/2018

NBB-401

January 31, 2018

Santa Fe County Planning Commissioners
102 Grant Ave
Santa Fe, NM 87501

Re: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests, specifically to allow for continued use of the world-class hiking and mountain biking trails on that property. These trails have catapulted Glorieta and Santa Fe County to a position as a nationally and internationally recognized mountain biking destination that draws tourism from around the world with events like the Big Mountain Enduro Santa Fe stop. I traveled to Santa Fe and stayed (and slept in a hotel and ate at restaurants on the square and purchased ornaments and jewelry and art from shops) for 4 days last May and was planning to do it again in April (practice) and May (race) this year in 2018. I come with my engineer paycheck and my wife's love of fine art and comfortable accomodations. I will not attend if these trails are unavailable and I very much doubt that our family would ever make the trip back without the impetus provided by Glorieta.

Please approve the variance requests so that Glorieta 2.0 can continue to support the local community and visitors like myself.

Thank you for your consideration,

Cody [signature]

214.982.1637
3033 E 6th St Apt B1
Tucson, AZ 85716

Engineer, Raytheon
Head Coach, Oro Valley High School Mountain Bike Team
NICA Alum

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Lewis Riscamp
319 E Coronado Rd
Santa Fe NM 87505

SFC CLERK RECORDED 09/14/2018

NBB-403

Jose Larranaga

From: Bern Chavez <bernc@sagebrush.church>
Sent: Thursday, February 01, 2018 7:28 PM
To: Jose Larranaga; pengreen@santafeecountynm.gov
Subject: Glorieta Camps

Categories: Red Category

Penny Ellis Green, Director of the Growth Management Department
Jose Larranaga, Development Review Team Leader

Dear Penny Ellis Green and Jose Larranaga:

Thank you so much for taking time to read this short note of support for Glorieta Camps. The Camps have proven to be an integral part of the community, and a key contributor toward the development of children, youth, adults, and leadership teams. Our local campus in Santa Fe is made up of almost 500 people, many of whom enjoy and depend on what Glorieta Camps offer. In addition our main location in Albuquerque and other campuses are supported by the Camps.

Glorieta Camps provides critical resources that aren't otherwise available anywhere in the area. Those include meeting facilities, housing, meals, and especially the various outdoor events and activities for retreats and leadership development missions. These enable us to hold focused learning and development activities with a recreational element that is vital to the process. The Glorieta Camps staff provides a highly organized and service oriented product that adds value.

Our sense is that the folks at the Camps are sincere and focused on excellence in what they do and provide, while they work hard to meet and comply with regulatory and compliance standards. To that end we hope Glorieta Camps will be able to continue to offer these current great experiences and that you might give them consideration. I'd be glad to give you any other information that would be helpful.

Warm regards,

Bern

Bern Chavez, Campus Pastor
Sagebrush Church
3405 Vereda Baja
Santa Fe, NM 87508
(c)505.948.2199
(e)bernc@sagebrush.church
(text)SBSF to 99000
(decision)505.922.9297

SFC CLERK RECORDED 09/14/2018

NBB-404

SFC CLERK RECORDED 09/14/2018

February 7, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests.

Glorieta Camps is a partner in the community-based trail planning initiative known as the Grand Unified Santa Fe Trails Organization (GUSTO). By signing on to the GUSTO partnership agreement, Glorieta Camps has indicated their willingness to work with a wide variety of local partners, including the City and County of Santa Fe as well as the Santa Fe National Forest and the Santa Fe Conservation Trust, to connect to and share their trails and other recreational resources for the benefit of the greater community.

The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important and ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

On behalf of the Board and staff of the Santa Fe Conservation Trust, as well as the greater community of trail-lovers in the Santa Fe area, I ask that you please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,

Sarah Noss
Executive Director
Santa Fe Conservation Trust

SFC CLERK RECORDED 09/14/2018

January 15, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta 2.0 variance requests. The Glorieta Camps facility is an important destination for mountain biking, hiking, outdoor adventure, and other healthy activities. It contributes to the economic and social well-being of Santa Fe by attracting visitors from New Mexico as well as from out of state, who in turn frequent local businesses. In addition, the Glorieta Camps facility is an important an ongoing resource for local residents. It is situated on a unique property that offers activities which are not readily available elsewhere in Santa Fe County. Children and adults alike benefit from the diverse activities and positive messages that the Glorieta Camps offers.

Please approve the variance requests so that Glorieta 2.0 can continue to serve the community and our visitors.

Sincerely,
Brad Nyenhuis

SFC CLERK RECORDED 09/14/2018

Southwest Forestry Services

Forest Health Specialists | Wildland Firefighters

Christian Carter 505.658.6123

southwestforestry19@gmail.com

February 2, 2018

VIA EMAIL

Penny Ellis Green
Director of the Growth Management Department
Santa Fe County Land Use Administrator
P.O. Box 276
Santa Fe, N.M. 87504-0276
pengreen@santafecountynm.gov

Re: Glorieta Camps Road Variances

Dear Ms. Green,

My name is Christian Carter, owner of Southwest Forestry Services. Over the past two years, I have had the pleasure to work with Glorieta camps in their efforts to be stewards of their land.

I am a wildland firefighter and have worked closely with Glorieta Camps, with the funding they have received, to create a defensible space around their structures as well as improve wildlife habitat and forest health. As of now, we have thinned 85 acres along the road that is in question. Southwest Forestry Services finds a reclamation and re-permit on this road to be a public safety risk, as all thinning operations have been determined off this road system, ie. being used as a firebreak and getting fire crews and fire equipment into place to protect the local community (Glorieta).

Overall, Southwest Forestry Services has completed 110 acres of forest health improvements encircling Glorieta Camps and we recommend leaving this road system in place, as all forest treatments have been designed around the continued improvement of these road systems for use by emergency services.

Thank you for your consideration,

Christian Carter, Owner
Southwest Forestry Services

cc: Jose Larranaga, Development Review Team Leader, joselarra@santafecountynm.gov

SFC CLERK RECORDED 09/14/2018

February 14, 2018

Santa Fe County Planning Commissioners
102 Grant Avenue
Santa Fe, New Mexico 87501

RE: Glorieta 2.0 Variances
Case #17-5190

Dear Commissioners:

I am writing to express my support for the granting of the Glorieta Camps variance requests. Glorieta 2.0 offers a unique combination of outdoor adventure and religious study in a beautiful natural setting. Their mission is "to inspire Christ-like change through outdoor adventure, authentic relationships, and Biblical truth." The bike trails, zip lines, and other outdoor amenities they offer are integral to the success of their program, which is targeted to young people and families. Their dedication to helping youth and families find their spiritual truth through rigorous activity is a positive force for our community and for visitors alike. In addition, they add substantially to the tax base of the County through their immensely successful outreach programs, which draw thousands of visitors annually.

Please approve the variance requests so that Glorieta 2.0 can continue to positively impact our community as well as our out of state visitors.

Sincerely,

Andrew Thien
980 Tsankawi Street
Los Alamos, NM 87544

SFC CLERK RECORDED 09/14/2018

GERALDINE SALAZAR
COUNTY CLERK
(505) 986-6280
gsalazar@santafecountynm.gov

VICTORIA L. TRUJILLO
Chief Deputy Clerk
505-995-6535
vltrujillo@santafecountynm.gov

NOTICE

On August 14, 2018 during the Public Hearing for BCC Case # SLAP 18-5120 Appeal of Glorieta 2.0, Variances before the Santa Fe County Board of County Commissioners (BCC), Hillary Welles Project Manager for JenkinsGavin Inc., hand delivered a flash drive to Jose Larranaga, Development Review Team Leader for the Santa Fe County Growth Management Department, which he later hand delivered to Estrella Martinez Administrative Assistant with the Santa Fe County Clerk's Office on August 15, 2018, containing an audio and video file to be placed in the record for the above mentioned Appeal. Such audio and video was shown during the Public Hearing as reflected on page 53 of the Minutes for the Regular Meeting of August 14, 2018.

Following this notice is the flash drive Ms. Hillary Welles submitted for the record to the Board of County Commission on August 14, 2018 at the Santa Fe County Administrative Building located at 102 Grant Ave.

SIGNED: Geraldine Salazar — 9-14-2018
Santa Fe County Clerk — Date

SIGNED: Estrella Martinez — 9-14-18
Deputy Clerk for Recording and Filing — Date

SFC CLERK RECORDED 09/14/2018