

Henry P. Roybal
Commissioner, District 1

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Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM
Office of the County Attorney

DATE: June 1, 2016

TO: Board of County Commissioners

FROM: Rachel Brown, Deputy County Attorney *RB*
Cristella Valdez, Assistant County Attorney *CV*

RE: Authorization to Publish Title and General Summary of An Ordinance Governing the Duties of Animal Owners, Impoundment of Animals and Issuance of Permits, Defining Offenses and Establishing Penalties Related to Animals, and Repealing Santa Fe County Ordinances 1981-7, 1982-7, 1990-8 and 1991-6 and Santa Fe County Resolution 1982-28.

Currently, Santa Fe County Ordinances 1981-7, 1982-7, 1990-8, and 1991-6 and Santa Fe County Resolution 1982-28 (collectively "1991 Ordinance") govern the licensing of animals, prohibited activities involving animals, and the administration of Animal Control Services. The Sheriff's Department proposes to repeal these ordinances and resolutions through the adoption of a more comprehensive ordinance that provides expanded protection for both animals and the public. The proposed ordinance makes significant changes to the organization of provisions in order to differentiate between policy and prohibited activities. Accordingly, this reorganization does not allow for a redline version of the 1991 Ordinance. However, the following is a list of substantial revisions to the 1991 Ordinance:

Section Four. Definitions.

1. The definitions section of the ordinance was expanded to include 28 new words, including: Adequate Shelter, Adequate Food, Animal Exhibitions, Breeder, Breeding, County, Cruelty, Dangerous Animal, Direct Control, Dog Park, Emotional Support Animal, Euthanasia, Grooming Parlor, Guard Dogs, Inhumane, Licensing Agent, Maim, Molest, Nuisance, Pet Shelter, Pet Shop, Public Place Quarantine, Responsible Part, Service Animal, Torture, Unsafe, and Veterinarian.
2. The definitions for Adequate Shelter and Adequate Food provide comprehensive minimum standards for animal care and enclosure sizes.

Section Five. Administration, Enforcement, and Implementation.

1. The ordinance defines the extent of Animals Services Division authorities and duties with respect to wild animals and dogs that are attacking livestock, people, or other animals.

Section Six. Rabies.

1. The ordinance expressly delineates prohibited activities with regard to rabies and rabies vaccinations. This reorganization will more effectively give notice to the public which activities constitute criminal acts and improve the ease of use of the ordinance for law enforcement and the courts.

Section Seven. Restraint of Animals.

1. The ordinance includes new provisions which prohibit direct point chaining of dogs.
2. Minimum animal care standards have been added to the ordinance for the use of trolley systems and tethering.
3. The ordinance requires leashes on sidewalks, streets or other public places. It also removes provisions from the 1991 Ordinance that allow for voice command as a form of restraint.
4. The ordinance expressly delineates prohibited activities in regard to restraint of animals.

Section Eight. Animal Nuisances.

1. Provisions regarding “Animals Disturbing the Peace” and “Nuisances on Sidewalks, Parks, Alleys and Public Places” have been consolidated into one section.
2. “Animals Disturbing the Peace” more specifically establishes what activity constitutes a nuisance.
3. The ordinance also expressly delineates prohibited activities in regard to animal nuisances.

Section Nine. Licenses and Permits.

1. The ordinance increases the age at which dogs are required to be licensed from three months to six months.
2. The length of time dogs may be kept in the County without a license has been reduced from 90 days to 30 days.
3. The ordinance allows owners to keep a license in their possession in lieu of affixing it to a dog’s collar during herding and show activities.
4. Owners may license their dogs for a period of one year, two years, or three years instead of for just one year.
5. The ordinance creates a licensing exemption for specially trained dogs used for law enforcement purposes.

6. The types of permits that Animal Services Division may issue are expanded to include Professional Care Permits, Breeding Permits, Litter Permits, and Animal Exhibition Permits.
7. The ordinance establishes due process for revoking permits.

Section Ten. Impoundment.

1. Procedures are created for seizure of animals by warrant, in cases of emergency, and for protective care.
2. The ordinance requires impounded animals to be spayed or neutered prior to or upon their release.

Section Eleven. Prohibited Activities.

1. Incorporates the New Mexico Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to -6 and sets a fee for the registration of dogs declared dangerous under the Act.
2. The ordinance has a more comprehensive animal cruelty provision than the 1991 Ordinance.
3. The ordinance adds new prohibited activities including, "Breaking into Enclosures" and "Hindering Animal Services Officers."

Appendix A

1. License fees for unaltered dogs are increased from \$10.00 to \$25.00 and fees for altered dogs are increased from \$3.00 to \$10.00.
2. Fees for Kennel permits, now called Professional Animal Care Permits, are increased from \$50.00 to \$200.00.
3. Fines and expressly set forth for violations and those fines set forth in the 1991 Ordinance have been increased.

APPENDIX A

LICENSING FEES	
§ Nine (B): Altered Dogs and Cats	\$10.00 annually
§ Nine (B): Unaltered Dogs and Cats	\$25.00 annually
§ Nine (B): Duplicate Tag	\$3.00
PERMIT FEES	
§ Nine (D): Professional Animal Care Permit	\$200.00 annually
§ Nine (K): Wild and Exotic Animals Permit	\$200.00 annually
§ Nine (F): Breeder's Permit	\$125.00 annually
§ Nine (M): Animal Exhibition Permit	\$250.00 each series of consecutive events in Santa Fe County
§ Nine (H): Litter Permit	\$25.00 per litter
§ Eleven (A): Dangerous or Potentially Dangerous Dog Registration	\$200.00 annually
IMPOUNDMENT FEES	
1 st impoundment	\$10.00
2 nd impoundment	\$20.00
3 rd impoundment	\$40.00
4 th impoundment	\$80.00
Subsequent impoundments	The fee shall double with each subsequent impoundment.
FEE FOR RETRIEVAL OF ANIMAL CARCASS BY ACO - \$100.00	

APPENDIX A

FINES FOR VIOLATIONS OF THIS ORDINANCE	
§ Six (A): No Rabies Vaccination	
1 st Offense	\$75.00 fine + require proof of vaccination
2 nd Offense	\$150.00 fine + require proof of vaccination
3 rd Offense	\$300.00 fine.
4 th Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Six (B): Harboring Rabid Dogs, Cats, and Ferrets	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Six (C): Harboring an Animal that has Bitten	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Seven (A): Restraint of Animals/Running at Large	
1 st Offense	\$50.00 fine
2 nd Offense	\$100.00 fine
3 rd Offense	\$250.00 fine
4 th Offense	\$300.00 fine
5 th Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Seven (C): Restraint When on Street or Public Places	
1 st Offense	\$100.00 fine
2 nd Offense	\$300.00 fine

APPENDIX A

3 rd Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.	
§ Eight (B): Nuisance on Sidewalks, Parks, Alleys, and Other Public Places		
1 st Offense	\$75.00 fine	
2 nd Offense	\$150.00 fine	
3 rd Offense	\$300.00 fine	
4 th Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.	
§ Nine (A): No Animal License	Unaltered Animal	Altered Animal
1 st Offense	\$125.00 fine	\$50.00 fine
2 nd Offense	\$200.00 fine	\$75.00 fine
3 rd Offense	\$300.00 fine	\$125.00 fine
4 th Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
Permit Violations: § Nine (C) -Professional Care Permits; § Nine (E) - Breeding Permits; § Nine (G) - Litter Permits; § Nine (I) - Permit Number Required; § Nine (J)- Wild and Exotic Animals; § Nine (L) - Animal Exhibition Permits		
1 st Offense	\$100.00 fine	
2 nd Offense	\$250.00 fine	
3 rd Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.	

APPENDIX A

§ Eleven (A): Dangerous Dogs	Follow procedure in Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to -6.
§ Eleven (B): Cruelty to Animals	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Eleven (C): Teasing, Annoying, or Disturbing Animals	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine
3 rd Offense and each offense thereafter	\$300.00 fine
§ Eleven (D): Animal Fights	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Eleven (E): False Reports	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Eleven (F): Animals in Vehicles	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine
3 rd Offense	\$300.00 fine
4 th Offense and each offense thereafter	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Eleven (G): Unlawful Use of License and Tag	A fine not exceeding \$300.00 and/or imprisonment for a period not exceeding 90 days.
§ Eleven (H): Keeping of Diseased or Painfully Crippled Animals.	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine

APPENDIX A

3 rd Offense and each offense thereafter	\$300.00 fine
§ Eleven (I): Disposal of Dead Animals;	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine
3 rd Offense and each offense thereafter	\$300.00 fine
§ Eleven (J): Breaking into Enclosures	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine
3 rd Offense and each offense thereafter	\$300.00 fine
§ Eleven (K): Hindering an Animal Services Officer	\$300.00 fine
§ Eleven (L) Animals Trained to Assist the Handicapped Allowed in Public Places	
1 st Offense	\$100.00 fine
2 nd Offense	\$200.00 fine
3 rd Offense and each offense thereafter	\$300.00 fine

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

ORDINANCE NO. 2016-__

**THE SANTA FE COUNTY ANIMAL CONTROL ORDINANCE:
AN ORDINANCE GOVERNING THE DUTIES OF ANIMAL OWNERS, AND OTHERS;
IMPOUNDMENT OF ANIMALS; ISSUANCE OF PERMITS; DEFINING OFFENSES;
ESTABLISHING PENALTIES, AND REPEALING SANTA FE COUNTY
ORDINANCES 1981-7, 1982-7, 1990-8 AND 1991-6 AND SANTA FE COUNTY
RESOLUTION 1982-28**

Section One. Short Title. This Ordinance shall be known and may be cited as the "Santa Fe County Animal Control Ordinance" or the "Animal Control Ordinance."

Section Two. Authority. This Ordinance is enacted pursuant to the authority specified in NMSA 1978, §§ 4-37-3 (1975), 77-1-15.1 (1979), 77-14-4 (1909), 77-18-2 (1987).

Section Three. Purpose and Intent. This Ordinance is intended to protect animals from cruelty, neglect, and abuse; protect residents from annoyance and injury; promote the health, safety, and welfare of residents and animals; require owners to control their animals; establish a mechanism for financing the functions of licensing, permitting, and control of animals; and establish requirements for spaying and neutering animals to control the unintentional reproduction of animals, reduce the number of unwanted animals, and limit the number of animals that must be euthanized each year.

Section Four. Definitions. In this Ordinance, "shall" is always mandatory, the masculine includes the feminine, and the singular includes the plural, where appropriate. The following definitions shall apply:

- A. "Abandonment" or "Abandon" shall mean to intentionally desert and/or to relinquish supervision or care of an animal.
- B. "Adequate Food" shall mean access to the provision of food that is appropriate to the species and of sufficient quantity and nutritive value to maintain each animal in good health. Adequate food for birds at minimum means proper feeding and furnishing water at intervals not longer than forty-eight (48) hours.
- C. "Adequate Shelter" shall mean, for all animals other than livestock, an enclosure large enough to accommodate the animal in a manner suitable for the species, number, age, and condition of the animal that is structurally sound; insulated; weatherproof; cleaned in a timely manner so as not to cause noxious or offensive odors to prevent the breeding of insects; free of stagnant water, unless standing water is appropriate to maintain good health; allows the animal to move around normally; and free of garbage, hazardous materials, feces, insect infestation, and other debris which may endanger the animal's

health and safety. In addition to the aforementioned criteria, the following minimum size standards for dog, cat, and bird enclosures shall apply:

1. Dogs

- a. large dogs (more than 50 pounds), at least 10 feet by 10 feet, and at least five feet high;
- b. medium-sized dogs (36-50 pounds), at least 8 feet by 10 feet and at least five feet high;
- c. small dogs (up to 35 pounds), at least 4 feet by 6 feet and at least five feet high;
- d. no more than two dogs shall be maintained in a single cage at any time.

2. Cats

- a. Cages must provide an area of at least 9 square feet for each cat and should house no more than one cat, except for nursing mothers, young litters of kittens, or pairs of adult cats who are bonded;
- b. If colony cages are used to house cats, the following standards apply:
 - i. Separate unsterilized males from females;
 - ii. Separate nursing mothers from all others;
 - iii. Separate young kittens from adult cats (except for their mothers);
- c. House no more than fifteen adult cats or twenty kittens in a room;
- d. Include one 12-inch by 18-inch cat litter pan for every three cats.
- e. Cats must be able to move about normally.

3. Birds

- a. A box, or other enclosure shall permit each bird confined therein to stand in a naturally erect position, spread their wings fully, and perch.

D. "Animal" shall mean any dog, cat, or vertebrate (excluding humans).

E. "Animal Exhibition" shall mean any exhibition, act, circus, ride, trade show, carnival, amusement show, performance or similar undertaking in which Animals are required to perform or participate in performances for the intended amusement or benefit of an audience, whether or not a fee is charged.

F. "Animal Services Division" shall mean that division of the County which is charged with

regulating and enforcing the laws and this Ordinance dealing with animal control within its jurisdiction.

- G. "Animal Services Officer" shall mean an employee of the County, designated as such by the Sheriff, who has the authority of a peace officer to issue citations for violations of this Ordinance and who performs other duties relating to animal services as described in this Ordinance.
- H. "Animal Shelter" shall mean a facility run by the County or any establishment licensed to do business in the State of New Mexico and, as appropriate, by Santa Fe County or a relevant municipality within the County, which is under contract to the County for the care and custody, impoundment, or safe-keeping of animals.
- I. "Bite" shall mean a wound inflicted by the teeth of any animal.
- J. "Breeder" shall mean a person involved in the breeding of animals.
- K. "Breeding" shall mean to intentionally cause an animal to reproduce, especially by controlled mating and selection.
- L. "County" shall mean Santa Fe County, New Mexico, a political subdivision of the State of New Mexico.
- M. "Cruelty" shall mean causing death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.
- N. "Dangerous Animal" shall mean any one of the following:
 - 2. An animal which, when unprovoked, causes injury to a person or domestic animal by biting or other aggressive behavior; or
 - 3. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.
- O. "Direct Control" shall mean that an owner or responsible party has an animal in control on a leash held by or attached to the owner or responsible party.
- P. "Dog Park" shall mean an officially designated area where dogs are allowed to exercise and run off leash in a safe, secure environment designated for that purpose.
- Q. "Emotional Support Animal", "Comfort Animal" or "Therapy Animal" means an animal selected to accompany an individual with a disability that does not work or perform tasks for the benefit of an individual with a disability and does not accompany at all times an individual with a disability.
- R. "Enclosed Lot" shall mean any parcel of land or portion thereof in private ownership

around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected or that has an effective electric fence around that portion of the property upon which the animal(s) are allowed off leash.

- S. "Estray" shall mean any animals other than livestock or cats, which are off their owner's premises, and not under the direct control of the owner or a responsible party. .
- T. "Euthanasia of Animals" or "Euthanize" shall mean the act or practice of humanely ending the life of an animal by standards deemed acceptable under the laws and regulations of the State of New Mexico.
- U. "Exotic Animal" shall mean an animal that is rare or different from ordinary domestic animals or not indigenous to the State of New Mexico, including birds of prey, wolf hybrids and the offspring of wild animals crossbred with domestic dogs and cats, but not including parrots, toucans, or other tame and domesticated birds.
- V. "Grooming Parlor" shall mean an establishment, or part thereof, or premises maintained for the purpose of offering cosmetic services to animals for profit or fee.
- W. "Guard Dog" shall mean a dog that is utilized by its owner solely to protect property.
- X. "Impound" shall mean the act, by an Animal Services Officer or Sheriff's deputy, of picking up and confining an animal within a shelter or other facility used by the County for the confinement of said animal.
- Y. "Inhumane" shall mean causing unnecessary or intentional pain or suffering to an animal.
- Z. "Kennel" shall mean any commercial establishment or other premises whether operating as a non-profit entity or for intended profit where dogs or cats are boarded, kept, or maintained.
- AA. "Leash" shall mean a chain, leather strap, cord, or restraining device sufficient to hold under control the animal attached thereto. A leash shall be no longer than eight (8) feet, or twelve (12) feet for training purposes.
- BB. "Licensing Agent" shall mean any organization or individual delegated responsibility for issuing licenses for dogs and cats within Santa Fe County by contract or otherwise.
- CC. "Livestock" shall mean any large or small livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons.
- DD. "Maim" shall mean to deprive the use of the body by wounding or the like or to

cripple.

- EE. "Molest" shall mean to bother, interfere with, annoy, or sexually harass.
- FF. "Neuter" shall mean to render an animal permanently sterile and incapable of reproduction.
- GG. "Nuisance" shall mean, but is not limited to, defecation, urination, disturbing the peace, emitting noxious or offensive odors, destruction of property or disturbing the property of another, or otherwise endangering or offending the well-being of the inhabitants of the County.
- HH. "Owner" shall mean a person who owns, has, keeps, harbors, or knowingly permits an animal to remain in, on, or about the person's premises. Any person who owns, has, keeps, harbors, or knowingly permits an animal to remain in, on, or about the person's premises for a period of 48 hours shall be deemed the prima facie owner for the purposes of this Ordinance, except that prima facie ownership shall not create or change a property interest in any animal.
- II. "Pet Shelter" shall mean any establishment licensed to do business in the State of New Mexico and, as appropriate, by Santa Fe County which provides for the care and custody of animals other than livestock.
- JJ. "Pet Shop" shall mean any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange, or hire of animals of any type, including exotic animals, except that the term shall not include livestock auctions.
- KK. "Premises" shall mean a parcel of land owned, leased, rented, or controlled by any person. Premises include all structures, including kennels, mobile homes, apartments, condominiums, and houses, which are located on a parcel of land.
- LL. "Public Place" shall mean an indoor or outdoor area, whether privately or publicly owned, to which the public has access by right or by invitation, expressed or implied, whether by payment of money or not.
- MM. "Quarantine" shall mean to detain or isolate an animal suspected of having a contagious disease.
- NN. "Responsible Party" shall mean a person under whose care and custody an animal is placed by the animal's owner for any period of time.
- OO. "Running at Large," shall mean to be free of Direct Control beyond an enclosed lot or the premises or vehicle of an Owner or Responsible Party.
- PP. "Service Animal" shall mean a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a

physical, sensory, psychiatric, intellectual, or other mental disability. Service Animal does not include an Emotional Support Animal, Comfort Animal, or Therapy Animal.

QQ. "Spay" shall mean to render a female animal permanently sterile and incapable of reproduction.

RR. "Torture" shall mean to inflict or cause pain or anguish, this also includes inflicting pain as punishment.

SS. "Unsafe" shall mean jeopardizing the health or welfare of another person or animal.

TT. "Vaccination" shall mean the protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the U.S. Department of Agriculture, Bureau of Animal Industry, and the State of New Mexico Department of Health pursuant to NMSA 1978, § 77-1-3 as amended.

UU. "Veterinarian" shall mean a person with a doctor of veterinary medicine degree, licensed to practice veterinary medicine in New Mexico.

VV. "Vicious Animal" shall mean an animal which kills or severely injures (resulting in muscle tears or disfiguring lacerations, or injuries requiring multiple sutures, or injuries requiring corrective or cosmetic surgery) a person or domesticated animal, but does not include an animal which bites, attacks, or injures a person or an animal that is unlawfully upon its owner's premises, or an animal that is provoked.

WW. "Wild Animal" shall mean an animal or species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated, has the potential to injure or kill a person or animal. Wild animals, however domesticated, shall include but are not limited to:

1. Dog family (Canidae), all except domestic dogs, but including wolves, foxes, and coyotes;
2. Cat family (Felidae) all except the commonly accepted domesticated cats, but including lions, pumas, panthers, mountain lions, bobcats and ocelots;
3. Bears (Ursidae), including grizzly bears and brown bears;
4. Weasels (Mustelidae) all except the commonly accepted domesticated ferrets, but including the weasel, marten, mink, wolverine, badger, otter, ermine, and mongoose;
5. Raccoon (Procyonidae), including eastern raccoon, desert raccoon and ring-tailed cat;
6. Primates (Homidae);
7. Porcupines (Erthizontidae);
8. Venomous snakes;
9. Venomous lizards, alligators, and crocodiles;
10. Venomous fish and piranha.

Section Five. Administration, Enforcement, and Implementation.

- A. The Sheriff of Santa Fe County shall be responsible for enforcement of this Ordinance as provided in NMSA 1978, § 4-37-4(A) (1975).
- B. Citations for violations of this Ordinance may be issued by a Sheriff's Deputy or an Animal Services Officer designated by the Sheriff. NMSA 1978, § 4-37-3(B).
- C. An Animal Services Officer with appropriate credentials may be commissioned by the Sheriff as a special deputy as provided by law and shall have the authority to issue citations for violations of this Ordinance and state law pertaining to animals. Such commission may be terminated by the Sheriff at any time at the Sheriff's sole discretion.
- D. For a violation of this Ordinance committed outside of the presence of a person charged with enforcement of this Ordinance, the Animal Services Division may require that the complaining party submit a completed complaint form provided by the Animal Services Division. The complaint shall include the name and address of the complainant, the name and address of the animal's owner, if known, the nature of the violation, and any pertinent details.
- E. An Animal Services Officer is authorized to enter onto and inspect premises and animals thereon within the County as necessary to perform the Animal Services Officer's duties. If the owner or occupant of the premises is absent or objects to inspection, a warrant shall be obtained from a court of competent jurisdiction prior to inspection, unless exigent circumstances exist which would cause an objectively reasonable Animal Services Officer to enter the property without a warrant, such as when an animal poses an immediate threat to the public. An Animal Services Officer shall not enter onto the premises for the sole purpose of picking up an animal which has been alleged to be running at large by a person who is not an Animal Services Officer or Sheriff's deputy.
- F. The holder of a permit under this Ordinance must allow an Animal Services Officer access to the permitted premises at any reasonable time for the purpose of inspection to determine compliance with this Ordinance. Failure to allow for such inspection is grounds for suspension or revocation of the permit.
- G. If a citation is issued under this Ordinance that requires payment of a fine, the recipient may either pay the citation or contest the citation in Magistrate Court. If the citation is not remediable by payment of a fine, the recipient shall be directed to appear in Magistrate Court.
- H. This Ordinance does not establish a duty on the part of the Animal Services Division to remove wild animals from public or private property. The Animal Services Division will respond to complaints regarding wild animals owned or kept by individuals within Santa Fe County.
- I. Animal Services Officers have the discretion to waive fees and penalties imposed by this Ordinance for failure to obtain a license, failure to vaccinate or failure to spay or neuter when the owner of a dog, cat or ferret is cited for the first time for one or more of those

offenses, provided the animal is licensed, vaccinated and spayed or neutered prior to release, except that the fees imposed by the Pet Sterilization Act, NMSA 1978, Section 77-1-20 shall not be waived.

J. Dogs Attacking or Killing.

1. An Animal Services Officer or peace officer may kill a dog that is in the act of pursuing or wounding any livestock, wounding or killing poultry, or attacking a human whether or not the dog wears a rabies tag required by NMSA 1978, § 77-1-3. Pursuant to NMSA 1978, § 77-1-9(B) (1975), there shall be no liability of the Animal Services Officer or peace officer in damages or otherwise for the killing.
2. When a dog attacks or kills any person or animal, the dog may be seized and impounded in accordance with the Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to -7. The charges incurred as a result of that impoundment shall be the responsibility of the dog's owner.

Section Six. Rabies.

A. Rabies; Vaccination Required.

1. Any owner of a dog, cat, or ferret over the age of three (3) months shall have the dog, cat, or ferret vaccinated as prescribed by NMSA 1978, Section 77-1-3 and the Department of Health Regulations.
2. Any owner of a dog, cat, or ferret over the age of three (3) months shall exhibit its certificate of vaccination issued by a licensed veterinarian administering the rabies vaccine upon demand by a Sheriff's Deputy or Animal Services Officer.
3. Any owner of a dog, cat or ferret over the age of three (3) months shall securely confine the dog, cat, or ferret until it is vaccinated against rabies, which vaccination shall be administered within one week after entry into the County unless the owner has a certificate of vaccination issued by a veterinarian licensed and practicing either within New Mexico or in another state or foreign country, and the vaccination conforms to the requirements of the State of New Mexico and this Ordinance. A titer test is not an acceptable alternative to a rabies vaccination.
4. Any owner who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

B. Rabies; Harboring Rabid Dogs, Cats, and Ferrets.

1. No owner shall keep, maintain or harbor an unvaccinated dog, cat, or ferret with any symptom of rabies.

2. No owner shall fail or refuse to destroy an unvaccinated dog, cat, or ferret with symptoms of rabies as prescribed by regulations of the New Mexico Department of Health pursuant to NMSA 1978, § 77-1-10(C) (1901).
3. Any person who knows or who has reason to know that a dog, cat, or ferret has any symptom of rabies infection or has been exposed to rabies shall immediately notify the Animal Services Division and the New Mexico Department of Health. The dog, cat, or ferret shall be surrendered to an Animal Services Office, Sheriff's Deputy, or the Department of Health.
4. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

C. Rabies; Harboring an Animal That Has Bitten a Person

1. The owner or responsible party of a dog, cat, or ferret that bites a person and the person bitten by an animal shall immediately report that occurrence to the Animal Services Division.
2. The owner or responsible party of a dog, cat, or ferret that bites a person shall surrender the animal to the Animal Services Division.
3. A veterinary office or animal shelter which has custody of a dog, cat, or ferret that has bitten a person shall immediately notify the Animal Services Division if the animal shows any signs of sickness, abnormal behavior, or if the animal escapes quarantine. If the animal dies while it is in quarantine, the person having custody of the animal shall immediately notify the Animal Services Division and relinquish the body to an Animal Services Officer.
4. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

D. Rabies; Animal Biting Person – Quarantine

1. Any dog, cat, or ferret that bites a person shall be impounded for a ten (10) day quarantine. The Animal Services Division may authorize that a vaccinated dog, cat, or ferret be quarantined at the owner's expense at a veterinarian's office. Any other animal shall be handled in accordance with NMAC 7.4.2.9(C) and (D).
2. The owner of an animal shall bear the cost of impoundment as set forth in Appendix A and quarantine resulting from biting.

Section Seven. Restraint of Animals.

A. Restraint of Animals; Running at Large Prohibited.

1. Any owner or person having charge, custody, care, or control over an animal, excluding livestock, shall keep the animal from running at large by either a secure run or kennel area, an enclosure surrounding the perimeter of the property, adequate training of the animal to ensure that it will not exit the property, by means of trolley system, electric fence or any other acceptable means associated with a particular species of animal. Voice command is not an acceptable means of restraint.
2. Any person who violates this Subsection shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A. An animal, other than livestock, that runs at large shall be declared to be an estray, a nuisance, or a menace to the public health and safety, and may be picked up and impounded by an Animal Services Officer.
3. Any animal other than livestock trespassing upon private property shall be deemed prima facie not to be properly restrained, and the owner shall be in violation of this Subsection of the Ordinance.

B. Restraint of animals; Chaining, Tethering, and Trolley Systems.

1. No person shall tether any animal, other than livestock, using direct point chaining to stationary objects.
2. Any owner who restrains a dog by means of a trolley system or a tether attached to a pulley on a cable run, shall comply with the following requirements:
 - a. Only one dog may be tethered to each cable run;
 - b. There must be a swivel on at least one end of the tether to minimize tangling of the tether;
 - c. The tether and cable run must be of adequate size and strength to effectively restrain the animal. The size and weight of the tether must not be excessive, as determined by the Animal Services Officer, considering the age, size and health of the dog;
 - d. The cable run must be mounted either at ground level or at least four (4) feet above ground level;

- e. The tether must be at least ten (10) feet in length unless such length allows the animal to move beyond the legal boundary of the property, in which case the tether shall be no less than eight (8) feet in length;
 - f. The tether must be affixed to an animal by use of a non-abrasive, comfortably fitted collar or harness. Prong-type, pinch-type, or choke collars shall not be used;
 - g. The device must be fastened so that the animal can sit, walk, and lie down comfortably, and must be unobstructed by objects that may cause the device or animal to become entangled or strangled; and
 - h. The animal must have easy access to adequate shelter, shade, food, and potable water.
3. Any owner who uses electric or invisible fencing designed to confine an animal on their property shall clearly post a notice in two separate locations upon the property that such a device is in use.
4. Any person who violates this Subsection of this Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine not exceeding \$300, imprisonment for a period not exceeding 90 days, or both a fine and imprisonment.

C. Restraint; When On Street Or Public Places.

- 1. An owner shall keep direct control on dog by the use of a leash when on the sidewalk, street, or other Public Places, including county parks, trails and open spaces, unless the dog is at a designated Dog Park, is appearing in an approved show, or is actively herding.
- 2. An owner shall secure all animals, apart from livestock and dogs, when on the sidewalk, street, or other Public Places, including county parks, trails and open spaces, in a fashion acceptable for the species of animal. Voice command is not an acceptable form of restraint.
- 3. An owner of a dangerous dog shall muzzle and restrain the dangerous dog by a leash no more than three (3) feet long and under the physical restraint of a responsible person. All other dangerous animals shall be maintained on the property of the owner except when removed from the property for medical care.
- 4. Nothing in this section shall be construed as allowing any animal under physical restraint to commit any act defined as unlawful in this Ordinance.
- 5. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the fine penalty set

forth in Appendix A.

Section Eight. Animal Nuisances.

A. Nuisance; Animals Disturbing the Peace.

1. It shall be unlawful and a violation of this Ordinance to own, keep, or harbor any animal other than livestock which persistently or continuously barks, howls or makes noise common to their species or otherwise disturb the peace and quiet of inhabitants of the County for more than 10 consecutive minutes.
2. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine not exceeding \$300, imprisonment for a period not exceeding 90 days, or both a fine and imprisonment. The Animal Services Officer or Sheriff's deputy may issue a warning for a first or second complaint regarding a disturbance of the peace.
3. After a third conviction of a violation of this subsection, the County may deem the animal(s) other than livestock a nuisance and file a lawsuit in district court.

B. Nuisances; Sidewalks, Parks, Alleys, and Other Public Places.

1. It shall be unlawful and a violation of this Ordinance for the owner of an animal to permit, either willfully or through failure to exercise due care or control, the animal to create a nuisance upon a sidewalk, park, alley, Public Place, or upon any property other than that of the owner of the animal.
2. Anyone walking an animal in a Public Place shall have in his or her possession a sanitary and disposable means of removing the animal's feces which they will disclose to an Animal Services Officer if requested to do so. The feces must be placed in a refuse container for sanitary removal.
3. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the fine set forth in Appendix A.

Section Nine. Licenses and Permits.

A. Dog License; Licenses Required.

1. Any owner of a dog six (6) months of age or older shall obtain a current license for that dog from the Animal Services Division in accordance with Section 9(B), unless the dog is not kept, harbored or maintained within the County for thirty (30) consecutive days.

2. A current license tag shall be affixed to the licensed dog at all times unless the licensed dog is appearing in an approved show or is actively herding, provided that the dog's owner shall have in their possession a valid license tag for each dog.
3. Proof of a current license shall be provided upon the request of an Animal Services Officer.
4. Pet shops and Pet Shelters with a current Professional Care Permit issued pursuant to Section 9(D) are not required to obtain licenses for animals in their custody for less than three (3) months.
5. Any owner who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the fine set forth in Appendix A.
6. Any unlicensed dog may be impounded as provided in Section 10(A).

B. Dog License; Licensing Procedures.

1. Licenses are valid for one (1) year, two (2) years, or three (3) years may be obtained from the Animal Services Division or its Licensing Agent upon application and payment of the required fee set forth in Appendix A. Proof of compliance with the rabies vaccination requirements in Section 6(A) must be presented at the time of the license purchase. The Animal Services Division shall keep a record of all licenses issued and shall issue a tag for each license granted. In the event a tag is lost, owners shall be responsible for purchasing replacement tags.
2. A license is not transferable to another dog.
3. License fees do not apply to service animals or specially trained dogs belonging to a law enforcement agency and utilized for law enforcement purposes such as drug, bomb or cadaver detection. An individual that utilizes a service animal for assistance must appear in person with the service animal at the Animal Services Division or its Licensing Agent at the time of licensing to qualify for the fee exemption. Any law enforcement agency licensing a specially trained dog must present appropriate credentials or certification for use of the dog for law enforcement purposes to qualify for the fee exemption.

C. Professional Care Permits; Permits Required.

1. Kennels, grooming parlors, pet shops, pet shelters, breeders, animal rescues, persons using a guard dog, and individuals maintaining more than a total of ten (10) cats and dogs on their property shall obtain and maintain a current

Professional Animal Care permit from the Animal Services Division.

2. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

D. Professional Care Permits; Permitting Procedures.

1. Kennels, grooming parlors, pet shops, pet shelters, breeders, animal rescues, persons using a guard dog, and individuals maintaining more than a total of ten (10) cats and dogs on their property may obtain a Professional Animal Care Permit if an inspection of their property demonstrates compliance with the relevant permit standards and they pay the required fee set forth in Appendix A. For all permit applicants other than individuals maintaining more than a total of ten (10) cats and dogs or persons using a guard dog on residential property, in order to obtain a permit the applicant shall also furnish proof of a valid business license and proper zoning and other necessary development authorizations required under the Santa Fe County Sustainable Land Development Code (as amended) and any other applicable land use regulations. No Professional Animal Care Permit will be issued without the written approval of the Santa Fe County Land Use Administrator, except for those individuals maintaining more than a total of ten (10) cats and dogs on their property or persons using a guard dog on residential property.
2. The following standards shall be complied with for a kennel, grooming parlor, pet shop, pet shelter, breeders, and animal rescues to obtain and maintain a Professional Animal Care Permit and failure to comply with these standards may result in the revocation of a permit:
 - a. Animal enclosures must be provided which allow adequate protection against all weather extremes. Floors of buildings, runs, and walls must be constructed with an impervious material to permit proper cleaning and disinfecting.
 - b. Applicants must establish that their facility meets the following minimum temperature and ventilation standards:
 - i. Each area where animals, except livestock, are housed shall utilize a mechanical ventilation system that provides ventilation, heating and cooling. Temperatures shall be maintained at a comfortable level and heating shall be used when the inside ambient temperature of the facility falls below 50 degrees Fahrenheit and cooling shall be used when the temperature of the facility rises above 85 degrees Fahrenheit.
 - ii. The inside relative humidity of the facility must be kept at a range

of 30 percent to 70 percent.

- iii. The facility shall provide adequate air flow ventilation of no less than 8 room air changes per hour for all areas where animals are housed. Ammonia levels must be less than 10 parts per million.
- iv. Carbon monoxide shall be maintained below detectable levels in all areas of the kennel.
- c. Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or tops of cages.
- d. Cages are to be of material and construction that permits adequate cleaning and sanitizing.
- e. Cages are to be radiantly heated, and shall have a resting board or some kind of bedding.
- f. Rooms shall provide an adequate exercise area and protection from the weather.
- g. All animal quarters and rooms are to be kept clean, dry, and in a sanitary condition.
- h. Animal food shall be free from contamination, shall be wholesome and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition, age, and size of the animal.
- i. All animals shall have fresh, potable water in kennel cages and in common areas where the animals may be kept. Water vessels shall be mounted or secured in a manner that prevents tipping and shall be removable.
- j. No more than ten (10) dogs owned by the licensee may be on the premises at any time.

3. Guard Dogs.

The following standards shall be complied with by a person using a guard dog on a commercial or residential property to obtain and maintain a Professional Animal Care Permit and failure to comply with these standards may result in the revocation of a permit:

a. Permit applications shall include the following information:

- i. The owner's name, address and telephone number, and if applicable, the name, address, and telephone number of the

- commercial property where a guard dogs is to be used;
- ii. The name, address, and telephone number of the guard dog's handler who can be reached at any time during the day or night;
 - iii. The number and breed of dogs to be used and a general description of their use;
 - iv. The location where a guard dog is to be housed; and
 - v. Any other information that the Animal Services Division requires. Permit holders shall notify the Animal Services Division if any information recorded as part of the permit application is changed during the course of the period for which the permit is issued.
- b. The Animal Services Division shall inspect the facilities where the guard dog is to be used and housed when the guard dog permit is applied for or renewed and at such additional times as the Animal Services Division determines prudent.
- c. If the inspection confirms compliance with all applicable laws and regulations, a Professional Animal Care Permit for the approved commercial or residential property shall be issued by the Animal Services Division. The permit shall be displayed at the approved commercial or residential property. An identification tag shall be affixed to the collar of each guard dog.
- d. A Professional Animal Care Permit for a guard dog is valid for one (1) year unless earlier revoked. The permit may be transferred to a new location operated by the same business entity or at which the owner resides during the permitted year. Such transfer shall not be permitted until the Animal Services Division inspects and approves the premises. Applicants for transfer must provide at least five (5) business days notice to the Animal Services Division for a permit transfer.
- e. Whenever there is a guard dog on the premises, the following minimum requirements must be maintained:
- i. Housing shall have anti-escape fences completely surrounding it or be an anti-escape building sufficient to house and securely enclose the guard dogs.

- ii. All gates and entrances to the premises where guard dogs are housed, used, or trained shall be locked when not in use. The enclosure surrounding the property protected by a guard dog must be secure at all times so as to prevent the dog from running at large.
 - iii. Additional measures found necessary by the Animal Services Division shall be taken to protect the public from accidental contact with any guard dog.
 - iv. Where guard dogs are used outside buildings, the property must be enclosed by at least a six-foot chain link fence or other fence of equal security, wall, or adequate wood fence, to which anti-escape devices have been added. The adequacy of the fencing shall be subject to the approval of the Animal Services Division.
 - v. In order to control noise, the Animal Services Division may require a sight barrier which breaks the dog's line-of-sight.
 - vi. In buildings where guard dogs are housed, glass doors or windows shall be adequate, or additional protective measures shall be taken by the owner, as required by the Animal Services Division, to prevent guard dogs from jumping through the door or window.
 - vii. The building and yard in which a guard dog is housed shall be posted with bilingual, English and Spanish, or visual guard dog signs, approved by the Animal Services Division that shall not be more than two hundred feet (200') apart, and shall be at all corners of the premises and at every entrance into the premises.
- f. For guard dogs transported or used in vehicles, measures approved by the Animal Services Division must be taken to protect the public from accidental contact with a guard dog.

E. Breeding; Permit Required.

1. Any owner who breeds a cat or dog shall obtain a breeder's permit from the Animal Services Division, prior to breeding the cat or dog.
2. An owner who does not have a valid breeder's permit shall not advertise, sell, barter, exchange, give away, or otherwise transfer ownership or control of any dog or cat, except that the animals can be surrendered to the Animal Shelter or Animal Services Division.
3. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

F. Breeding; Permitting Procedures.

An owner of a dog or cat intended for breeding shall purchase a single permit for the year, identifying each animal which is intended to be bred by appearance, breed, and gender, and age. A single permit may be purchased for multiple or cats. A permit application shall be available at the Animal Services Division, which will require at a minimum proof of rabies vaccination and licensing as well as a description of each cat and/or dog, by appearance, breed, and gender, and age, for which the permit is issued; and payment of the required fee set forth in Appendix A. Additional dogs and/or cats can be added to the permit over the course of the year by submitting a supplement to the original permit application providing any information about the additional animal required by the Animal Services Division.

G. Litters; Permit Required.

1. Any owner who unintentionally breeds dogs or cats and does not have a current breeder's permit must obtain a litter permit from the Animal Services Division for each litter.
2. An owner who does not have a valid litter permit shall not advertise, sell, barter, exchange, give away, or otherwise transfer ownership or control of any dog or cat, except that the animals can be surrendered to the Animal Shelter or Animal Services Division.
4. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A. If the owner purchases a breeder's permit or litter permit within thirty (30) days of being cited for violation of this Section, no further action will be pursued against the owner for failure to obtain a litter permit for the litter.
4. If the owner surrenders the litter to the Animal Shelter, pays requisite surrender fees, and sterilizes the animal that produced the litter, the requirement to obtain a litter permit will be waived.

H. Litters; Permitting Procedures.

A single litter permit shall be purchased from the Animal Services Division for each litter. A permit application shall be available at the Animal Services Division, which will require at a minimum proof of rabies vaccination and licensing as well as information about appearance, breed, and gender, and age for which the permit is issued, and payment of the required fee set forth in Appendix A.

I. Ownership transfer of offspring; Permit Number Required.

1. An advertisement for the sale, barter, exchange, or to give away of puppies or

kittens shall include a litter or breeder permit number. An owner shall furnish the litter or breeder permit number to anyone requesting the number.

2. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction shall be punished by the penalty set forth in Appendix A.

J. Wild or Exotic Animals; Permit Required.

1. No person or entity shall receive, own, harbor, maintain, or keep a wild animal or exotic animal within the limits of the County without first applying for and receiving from the Animal Services Division an Wild or Exotic Animal permit to do so, except a zoological park, veterinary hospital, animal shelter, public laboratory, circus, amusement show, or educational facility, and then only if there are adequate protective devices to prevent the animal from escaping or injuring the public.
2. No person shall harbor, maintain, or keep a wild or exotic animal in such a manner as to constitute a likelihood of harm to the animal or other animals, to humans, or to property.
3. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

K. Wild or Exotic Animals: Permitting Procedure.

1. A Wild or Exotic Animal Permit shall be purchased from the Animal Services Division for each wild animal or exotic animal. The applicant shall provide evidence of knowledge of and facilities for the care and feeding of the wild or exotic animal; provide proof of compliance with all applicable state and federal laws, regulations, and permitting requirements; and pay the required fee set forth in Appendix A prior to issuance of the permit.

Permit applications shall include the following information:

- a. The owner's name, address and telephone number;
- b. The species of the animal;
- c. The name, address, and telephone number of the exotic or wild animal's handler, if different from the owner, who can be reached at any time during the day or night; and

- d. The location and description of where a wild animal or exotic animal is to be housed, kept, or maintained.
2. Upon receipt of the application, the Animal Services Officer shall inspect the facilities where the animal is to be housed and shall make whatever other investigations he or she deems necessary.
3. An Animal Services Officer must be permitted to enter the premises of the permit holder or the facilities in which the wild or exotic animal is kept hereunder during working hours for the purpose of inspection or re-inspection to determine compliance with this Ordinance. Permit holders shall be notified of an inspection at least twenty-four (24) hours prior to the inspection. Wild and Exotic Animal permits shall be valid for a period of one year.

L. Animal Exhibitions; Permit Required.

1. No person shall operate an animal exhibition within the limits of the County without first applying for and receiving from the Animal Services Division a permit to do so, except a zoological park.
2. Any person who violates this Subsection of the Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the penalty set forth in Appendix A.

M. Animal Exhibition; Permitting Procedure.

1. An Animal Exhibition shall be purchased from the Animal Services. The fee set forth in Appendix A and the required actions or document submittals described in this Subsection shall be satisfied by applicant(s) at least two weeks prior to issuance of a permit. In the event a permit is issued, failure to maintain these requirements during the permitted activity will be cause for revocation of the permit. Where documents are required below, written copies must be provided to the Animal Services Division.

Permit applications shall contain the following:

- a. A written plan for the quick and safe recapture or destruction of a dangerous wild or exotic animals in the event an animal escapes. The plan must include at minimum the following information:
 - i. The applicant's written protocols for training their staff on methods of safe recapture of an escaped wild animal;

- ii. A description of barriers, security, signage, staffing, fencing, protocols, and other measures taken for the public's safety.
 - iii. A detailed description of containment methods for the animal(s);
 - iv. Immediate access to appropriate chemical immobilization drugs and equipment;
 - v. Identification of staff member(s) (and as appropriate, veterinarians) who possess firearm and chemical immobilization proficiency to recapture an escaped wild animal. These personnel must be immediately available at all times that the wild animals are present within the County;
 - b. A plan for providing emergency veterinary care in a timely fashion including names and contact information of available on-call veterinarians, if none are present on site;
 - c. Proof of compliance with all applicable state and federal laws, regulations, and permitting requirements;
 - d. Evidence of knowledge of and facilities for the care and feeding of all animals used in the exhibition; and
 - e. The Animal Services Division must be permitted to examine the health records of all animals.
2. Animal Services Officer must be permitted to enter the premises of the permit holder or the facilities in which animals are kept hereunder during working hours for the purpose of inspection or re-inspection to determine compliance with this Ordinance. Permit holders shall be notified of an inspection at least twenty-four (24) hours prior to the inspection. Animal Exhibition Permits shall be valid for a period of one year.

N. Suspension and Revocation of Permits.

- 1. All permits issued by the County under this Ordinance are subject to revocation for failure to comply with the requirements established in this Ordinance.
- 2. Notice of proposed revocation shall precede any permanent revocation of a permit issued under this Ordinance.
- 3. The notice of proposed revocation shall specify the following:

- a. The specific violation or violations alleged, including dates and times of the alleged violation or violations, and any specific section of this Ordinance or state law that is alleged to have been violated;
 - b. A specific date by which the alleged violations shall be corrected to avoid further revocation proceedings, if the violation is of a nature that may be corrected;
 - c. A warning that failure to correct the violation or request a hearing shall result in revocation of the permit; and
 - d. Procedures for requesting a hearing regarding the alleged violation and proposed revocation of the permit.
4. If the period of time during which the permit holder was allowed to correct the violation passes without correction of the violation, and the permit holder has not requested a hearing as described in this Section, the Animal Services Division shall issue a notice of revocation. The revocation shall be effective thirty (30) days from service of the original notice of proposed revocation.
5. A permit holder may appeal the proposed revocation by requesting a hearing. The request for hearing shall be made within five (5) days of service of the notice of proposed revocation. The request for hearing shall be in writing, sent by certified mail, return receipt requested. The request for hearing shall briefly state the reasons why the permit holder believes the revocation is not justified under the circumstances.
6. The Animal Services Division shall give written notice of the date, time, and place of the hearing to the permit holder. The date of the hearing shall be not less than ten (10) days or more than thirty (30) days from the date of service of the notice of the hearing. The Animal Services Division may designate a County employee other than one employed in the Sheriff's Department or any other suitable individual to be the hearing officer.
7. The hearing officer may uphold, modify, or reverse the permit revocation. In conducting the hearing, the hearing officer shall not be limited by formal rules of evidence; evidence may be considered which is of a type upon which responsible people are accustomed to rely in the conduct of serious affairs. Within fifteen (15) business days of the hearing, the hearing officer shall send written findings and conclusions to the permit holder, by certified mail, return receipt requested. Permit holders may be represented by counsel at the hearing.
8. A person aggrieved by the hearing officer's decision may appeal the decision as by filing a petition for writ of certiorari pursuant to Rule 1-075 NMRA.
9. Notices provided for under this subsection shall be deemed served when the

notice is delivered personally or mailed by registered or certified mail, return receipt requested, to the address on record for the permit holder.

10. During the pendency of the appeal, the Animal Services Division may take such action as is deemed appropriate for the health and safety of the animals and the general public, including temporarily suspending the permit and prohibiting the permit holder from operating under the permit pending resolution of the revocation proceeding.
11. A permit holder whose permit has been revoked shall not be eligible to apply for another permit for a period of one year after the revocation of the permit.
12. Upon revocation of a permit, the permit holder shall cease operating under the permit within five (5) days of the effective date of revocation. If necessary, the permit holder shall give away, sell, or surrender all animals previously covered by the permit in compliance with relevant laws, regulations, and in a manner satisfactory to the Animal Services Division.

Section Ten. Impoundment

A. Impoundment; Estrays.

1. An Animal Services Officer or Sheriff's Deputy may impound a dog or cat that is found running at large and unaccompanied by and not under the control of its owner or responsible party.
2. If an estray is wearing a license, or bears other identification tags, the Animal Services Division shall notify the owner by telephone or by hand delivering or mailing written notice to the owner's residence. The notice shall inform the owner where the impounded animal may be redeemed. All efforts to notify the owner shall be documented.
3. The Animal Services Division shall confine the animal pending notification of and response from the owner. The animal shall be held for a period of at least seven (7) days. The day the estray animal is impounded constitutes the first day
4. After notification to the owner, any animal wearing a license or other identification tag not redeemed within seven (7) days shall be deemed forfeited by the owner and shall be eligible for adoption, transfer, or euthanasia at the discretion of the Animal Services Division
5. If an estray animal is not wearing a license and bears no other identification tags, the animal shall be impounded for five (5) days. An animal not claimed within five (5) days of the date of impoundment shall be deemed forfeited by the owner and shall be eligible for adoption, transfer, or euthanasia at the discretion of the

Animal Services Division

6. To redeem an animal that has been impounded, the owner or responsible party shall pay all fines and impoundment fees set forth in Appendix A to the Animal Services Division or an Animal Services Officer. The owner or responsible party must also comply with all licensing requirements of this Ordinance
7. The owner or responsible party shall reimburse the County or the County's designated agent for all boarding, vaccination, emergency veterinary costs, or other expenses incurred by the County or an animal shelter, whether or not the animal is redeemed and is prohibited from adopting an animal relinquished after impoundment until all costs, fines and fees are paid in full
8. If an impounded animal is certified by a veterinarian as suffering because of sickness, injury or age, or if it is readily apparent that it is suffering due to a critical injury, it may be euthanized pursuant to Section 10(E) of this Ordinance, after the Animal Services Division gives notice or attempts to give notice to the owner in a reasonable manner.
9. No animal that has been impounded may be adopted for purposes of breeding or sale and an individual adopting the animal must comply with NMSA 1978, Section 77-1-20, pertaining to sterilization agreements and sterilization deposits.

B. Impoundment; Seizure Pursuant to Warrant

1. If an Animal Services Officer or Sheriff's Deputy reasonably believes that the life or health of an animal is endangered due to cruel treatment, or that other violations of this Ordinance justify seizure of an animal, the officer may apply to a court of competent jurisdiction for a warrant to seize the animal.
2. If the court finds probable cause that the animal is being cruelly treated or finds probable cause that a violation of this Ordinance justifies seizure of the animal, such as where an owner is charged with an offense involving a dog killing or injuring a person or animal, the court may issue a warrant for the seizure of the animal
3. Written notice regarding the time and location of a hearing regarding the allegations which led to issuance of the warrant shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
4. If the owner of the animal cannot be determined, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
5. At the option and expense of the owner, the seized animal may be examined by a

veterinarian of the owner's choice.

6. The disposition of animals impounded under this Section shall be pursuant to NMSA 1978, § 30-18-1.2 as amended.

C. Impoundment; Seizure in Cases of Emergency.

1. If an Animal Services Officer determines that the life or health of an animal is in immediate danger, or that a violation of this Ordinance poses an immediate threat to the health, safety, or well-being of an animal or a person, the Animal Services Officer may take such action as the Animal Services Officer reasonably determines to be necessary to alleviate the emergency, including impounding the animal in accordance with Section 10(A). The Animal Services Division shall serve personal notice to the owner that the animal has been impounded and that they shall have five (5) days from the date of mailing to claim the dog. If the Animal Services Division cannot personally serve notice to the owner, the Animal Services Division shall mail notice to the owner that the animal has been impounded and that they shall have seven (7) days from the date of mailing to claim the dog. Any owner failing to claim the dog within time set forth in the notice shall be deemed to have forfeited ownership of the dog and the dog shall become eligible for adoption, transfer, or euthanasia at the discretion of the Animal Services Division. The owner shall not be eligible to adopt the animal.

D. Impoundment Fees.

The owner of an impounded animal is responsible for impoundment fees, fees required for adoption of an impounded animal, boarding costs, and additional fees for the redemption of impounded animals as set forth in Appendix A of this Ordinance.

E. Euthanasia of Impounded Animals.

1. If an impounded animal is not redeemed within the specified time period, is not successfully adopted out, is suffering because of sickness, injury, or age as certified by a veterinarian, or is otherwise unsuitable for adoption, the animal may be euthanized under the supervision of a veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the veterinarian.
2. An animal which is vicious, infected with an incurable disease, or is in a painfully crippled condition, and consequently cannot be brought to an animal shelter, may be euthanized in the field by an Animal Services Officer or a veterinarian in an appropriate and reasonable manner and as humanely as possible.

F. Protective Care.

When an Animal Services Officer finds or learns that an animal is or will be without proper care because of injury, illness, incarceration, or absence of the owner or responsible party, the Animal Services Officer may take the animal for protective care in accordance with the process for estrays set forth in Section 10(A). In the event of sickness or injury of the animal, upon the advice of a veterinarian, the Animal Services Officer may take or recommend such action as called for to prevent undue pain and suffering, including euthanasia. The animal shall be held by Animal Services Division or the animal shelter and the owner shall be required to pay applicable fees. The Animal Services Division shall serve personal notice to the owner that the animal has been impounded and that they shall have five (5) days from the date of mailing to claim the dog. If the Animal Services Division cannot personally serve notice to the owner, the Animal Services Division shall mail notice to the owner that the animal has been impounded and that they shall have five (5) days from the date of mailing to claim the dog. Any owner failing to claim the dog within time set forth in the notice shall be deemed to have forfeited ownership of the dog and the dog shall become eligible for adoption, transfer, or euthanasia at the discretion of the Animal Services Division.

G. Impoundment; Release of intact animals.

1. Any unneutered dog or cat impounded by the Animal Services Division shall be spayed or neutered before being released, subject to the following exceptions
 - a. Competition animals who have participated in formal competitions within six months prior to their impound if the dog or cat has not been previously impounded for running at large;
 - b. Service animals and unretired law enforcement dogs; and
 - c. Animals which are unable to be neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity where the owner of the animal has obtained written confirmation of that fact from a licensed veterinarian in the State of New Mexico.
2. In addition to receiving a citation for running at large, the owner of an unneutered dog or cat found running at large and returned to the owner rather than being impounded, shall neuter the animal and provide proof of neutering from a licensed veterinarian in New Mexico to an Animal Services Officer within seven days of return of the animal, subject to the exceptions set forth in Subsection (G)(1).

Section Eleven. Other Prohibited Activities.

A. Dangerous Dogs.

1. It shall be unlawful for any person to keep or harbor a dog declared by a court of competent jurisdiction to be a dangerous dog or is deemed dangerous by admission of the owner pursuant to the Dangerous Dog Act, NMSA 1978, §§ 77-1A-1 to -6, except in compliance with the registration and handling requirements set forth in NMSA 1978, §77-1A-5 and payment of the registration fee set forth in Appendix A.
2. When an Animal Services Officer has probable cause to believe that a dog is dangerous or potentially dangerous and poses an imminent threat to public safety, the Animal Services Officer may apply for a warrant to seize the animal and petition the court for a declaration that the dog is dangerous or potentially dangerous pursuant to NMSA 1978, § 77-1A-4.

B. Cruelty to Animals.

1. It shall be unlawful for any person to willfully or maliciously do the following to any animal:
 - a. Kill;
 - b. Maim;
 - c. Poison (other than pest control);
 - c. Disfigure;
 - e. Burn or scald;
 - f. Torture;
 - g. Kick;
 - h. Beat with a stick, chain, club, or other object; or
 - i. Molest;
2. It shall be unlawful to willfully, recklessly, negligently, or maliciously do any of the following:
 - a. fail to provide adequate shelter or adequate food for any animal;
 - b. abandon any animal;
 - c. overwork or overdrive any animal; or
 - d. place or leave any animal in a condition whereby there is a substantial possibility the animal's life will be threatened.
3. A person may use reasonable force to defend against vicious or threatening animals. Such actions shall not constitute a violation of this Subsection.
4. This subsection does not apply to:
 - a. fishing, hunting, falconry, taking and trapping, as provided in Chapter 17 NMSA 1978;

- b. the practice of veterinary medicine, as provided in Chapter 61, Article 14 NMSA 1978;
- c. rodent or pest control, as provided in Chapter 77, Article 15 NMSA 1978;
- d. the treatment of livestock and other animals used on farms and ranches for the production of food, fiber or other agricultural products, when the treatment is in accordance with commonly accepted agricultural animal husbandry practices;
- e. the use of commonly accepted Mexican and American rodeo practices, unless otherwise prohibited by law;
- f. research facilities licensed pursuant to the provisions of 7 U.S.C. Section 2136, except when knowingly operating outside provisions, governing the treatment of animals, of a research or maintenance protocol approved by the institutional animal care and use committee of the facility; or
- g. other similar activities not otherwise prohibited by law.

C. Teasing, Annoying, or Disturbing Animals.

It shall be unlawful for any person to tease, annoy, or disturb an animal which is on the property of its owner, including within the owner's vehicle, or under the control of its owner.

D. Animal Fights.

It shall be unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, or contest in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or another animal.

E. False Report.

It shall be unlawful for any person to make a false report of an offense described in this Ordinance.

F. Animals in Vehicles.

1. It shall be unlawful for any person to keep or transport an animal in the bed of a pickup truck on roads and highways with speed limits that exceed thirty five (35) miles per hour, unless the animal is either properly restrained within a kennel, dog carrier or other enclosed pen which is securely fastened to the truck; or for dogs, if the vehicle's open bed is enclosed by stakes, racks or other similar devices which rise at least two feet, nine inches above the tops of the sides and back of the vehicle, and which are designed to prevent the dog from falling or escaping from the vehicle.

2. It shall be unlawful for any person to leave an animal in a closed vehicle for a length of time that is dangerous to the health or safety of the animal. An Animal Services Officer or Sheriff's deputy may immediately remove such an animal whose health or safety is in danger and impound the animal in compliance with Section 10(C)(1). The cost associated with impounding the animal shall be assessed to the owner.

G. Unlawful Use of License and Tag.

1. It shall be unlawful for any person to attach a valid license tag to a dog or cat other than the animal for which the license tag was issued.
2. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in the person's possession or control a stolen, counterfeit, or forged animal license tag, rabies vaccination certificate, or other form of license required under this Ordinance.

H. Keeping of Diseased or Painfully Crippled Animals.

1. It shall be unlawful and a violation of this Ordinance to have, keep, or harbor an animal which is afflicted with an incurable or infectious disease or which is in a painfully crippling condition. This Subsection does not apply to animals receiving adequate veterinary care for their incurable or infectious disease or painfully crippling condition.
2. An Animal Services Officer may impound a diseased or painfully crippled animal in accordance with the provisions of this Ordinance.

I. Disposal of Dead Animals.

1. Within twenty-four (24) hours of the death of an animal, the owner shall dispose of the animal's carcass in accordance with regulations promulgated pursuant to NMSA 1978, Section 77-3-4, and in the absence of applicable regulations, by:
 - a. Burying it at a depth of at least five (5) feet underground in a suitable location at least one hundred feet from any individual water supply, water course, public or community water supply, edge of unlined canal or public lake;
 - b. By cremation at a licensed pet crematorium; or
 - c. By other means approved by the Animal Services Division.

J. Breaking Into Enclosure.

It is unlawful for any person to break into or aid, directly or indirectly, in breaking into the enclosure in which any animal is trapped, impounded, or kept under authority of an Animal Services Officer or a Sheriff's deputy.

K. Hindering an Animal Services Officer.

It is a violation of this Ordinance to willfully or intentionally hinder or obstruct an Animal Services Officer in the discharge of the Animal Service Officer's official duties under this Ordinance.

L. Animals Trained to Assist the Handicapped Allowed in Public Places.

Service Animals shall be allowed in public places. It shall be unlawful for a person who owns, operates, or maintains a public place of business or conveyance into which the general public is invited to exclude a Service Animal, provided the Service Animal accompanies the individual it was trained to assist.

M. Penalties.

Any person who violates any Subsection of Section Eleven of this Ordinance shall be guilty of a misdemeanor, and, upon conviction, shall be punished by the applicable penalty set forth in Appendix A.

Section Twelve. Notice, Savings Clause, Effective Date.

A. Notice.

All notices and other communications required to be given as provided in this Ordinance will be in writing, and unless otherwise specifically provided in this Ordinance, will be deemed to have been given if delivered in person, or mailed by certified or registered mail, postage pre-paid, and addressed to the County at the following address:

Animal Control Supervisor
Animal Services Division
Sheriff's Office
35 Camino Justicia
Public Safety Complex
Santa Fe, NM 87508

B. Savings Clause and Repeal Provisions.

If any of the sections, subsections, sentences, clauses, or phrases of this Ordinance are for any reason found to be unconstitutional or invalid, the validity of the remaining portions of this

Ordinance shall not thereby be affected since it is the express intent of the Board of County Commissioners to pass each section, phrase, paragraph, and word separately. Santa Fe County Resolution 1990-8 is hereby unaffected by this Ordinance. Santa Fe County Ordinances 1981-7, 1982-7, 1990-8, 1991-6 and Santa Fe County Resolution 1982-28 are hereby repealed.

PASSED, APPROVED, and ADOPTED this day of , 2016, by the Board of County Commissioners of Santa Fe County.

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

By: _____
Miguel M. Chavez, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 1, 2016

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

VIA: Katherine Miller, County Manager
Michael Kelley, Public Works Department Director
Jeffrey Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting 06/14/2016

Approval of MOA #2016-0179, a Memorandum of Agreement Between the County of Santa Fe and the Greater Chimayo Mutual Domestic Water Consumers Association and Authorize the County Manager to Sign the Purchase Order to Fund the Association a Maximum Amount of \$625,000 in Capital Funds for Planning, Design, Construction and Professional Services for the Water System Improvements. (Public Works/Erik Aaboe)

BACKGROUND:

One of the six 2008 General Obligation Bond questions authorized the expenditure of GOB funds for water projects including projects in the Santa Cruz River Valley. This agreement between the County and the Greater Chimayo Mutual Domestic Water Consumers Association allows the use of up to \$625,000 in General Obligation Bond funding for the planning, design and construction of a water system improvement to the Association's system.

Previous board actions, including Resolution 2014-103 and Chapter 11 of the SGMP, express the County's desire to allow for the provision of safe and reliable drinking water to the citizens of the County. Working with the Association will help to achieve these goals.

DISCUSSION:

The Association has developed a design for a water system improvement including installation of a distribution line to provide service to County residents along County Road 94B in Chimayo. Note that the Association's entire project extends from Santa Fe County into Rio Arriba County and this agreement only supports those improvements within Santa Fe County.

With the support of this agreement, the Association will procure and manage all contracts associated with the construction of this infrastructure. The project will be managed by the Association, the Association will submit pay applications to the County for approval and the County

will review the pay application and promptly reimburse the Association for approved pay applications. The Association will pay the vendor and provide the County with copies of the payments before submitting subsequent pay applications.

ACTION REQUESTED:

Approval of the attached Memorandum of Agreement and authorize the County Manager to sign the accompanying purchase order to provide up to \$625,000 in capital funds for the planning, design construction and professional services for an expansion of the Association's distribution system.

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA FE AND THE GREATER
CHIMAYO MUTUAL DOMESTIC WATER CONSUMERS
ASSOCIATION**

THIS MEMORANDUM OF AGREEMENT ("the Agreement") is entered into by and between the **County of Santa Fe** ("the County"), a political subdivision of the State, and the **Greater Chimayo Mutual Domestic Water Consumers Association** ("the Association"), a political subdivision of the State of New Mexico organized under the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21.

WHEREAS, The Association was organized to respond to the emergency needs of the community of Greater Chimayo for a safe and reliable domestic water supply, which need was recognized in the 2001 declarations of emergency by the Governor of New Mexico, the New Mexico Department of Environment, the New Mexico Department of Health, the County of Santa Fe, and the County of Rio Arriba; and

WHEREAS, the need to support small community water systems is identified as a key issue in Chapter 11 of the County's Sustainable Growth Management Plan ("SGMP"), and providing assistance to community water systems is Policy 41.8 in the SGMP; and

WHEREAS, on September 30, 2014, the Board of County Commissioners approved Resolution No. 2014-103 endorsing the concept of regionalization of water services within the County; and

WHEREAS, the County desires to assist with the development of a regional water system solution to address water supply and water quality concerns in the Greater Chimayo service area, and the Association desires to receive such assistance from the County and to continue as partners with the County in water infrastructure planning, construction, and maintenance in the region; and

WHEREAS, the parties desire to work together to achieve a unified regional water system in the Santa Cruz River Valley to serve all communities located in that area; and

WHEREAS, the County is prepared to provide and the Association is prepared to use funding provided by the County for capital improvements; and

WHEREAS, it is in the interest of the public health, safety, and welfare for the parties to cooperate as set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. THE COUNTY AGREES:

- A. To provide up to \$625,000 in capital funds to reimburse the Association for the planning, design, construction, and ancillary professional services for the capital improvements described at Exhibit A.
- B. To process requests for reimbursement from the Association in a timely manner and to follow the reimbursement process described at Exhibit B.

2. THE ASSOCIATION AGREES:

- A. To use the County-provided capital funds as reimbursement for the planning, design, construction, and ancillary professional services for the capital improvements described at Exhibit A.
- B. To assure that all capital improvements are design, constructed, installed, operated, and maintained in accordance with all applicable laws and codes.
- C. To submit draft design plans to the County for review and comment and to timely respond to the County's comments (if any); provided, however, that the County shall have no duty to conduct such review; and provided further that the Association shall remain solely responsible for assuring that the improvements are designed, constructed, installed, operated and maintained in accordance with all applicable laws and codes.
- D. To proceed with any capital improvements as soon as possible after the effective date of this Agreement.
- E. To submit to the County requests for reimbursement in a timely manner, to provide the necessary supporting documentation as requested by the County, and to follow the reimbursement process described at Exhibit B.
- F. Upon completion of the capital improvement project funded under this Agreement, provide a written certification of such completion to the County.

3. EFFECTIVE DATE: The effective date of this Agreement is the last date written below.

4. LIABILITY:

- A. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, or creates any right of indemnity.
- B. There are no third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, no action to enforce the terms of this Agreement or for damages for breach of this Agreement may be brought against either party by any person who is not a party to this Agreement.

5. **AMENDMENT:** This Agreement may not be altered, changed, or amended except by a written agreement executed by the parties.
6. **APPLICABLE LAW AND VENUE:** New Mexico law shall apply to this Agreement. Any litigation regarding this Agreement shall be brought exclusively in New Mexico State District Court, First Judicial District, Santa Fe, New Mexico.
7. **INTEGRATION:** This Agreement sets forth the entire agreement between the parties and any prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement are fully integrated into this Agreement.
8. **INSURANCE:** Prior to commencement of construction of any improvements described in Exhibit A, the Association shall obtain and continue to maintain during the term of this Agreement a commercial general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the capital improvements constructed with funding under this Agreement. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Association shall provide proof of such general liability insurance acceptable to the County. The Association may satisfy the Section by requiring the contractor to obtain comparable insurance, naming the County as an additional insured.

9. TERMINATION AND SURVIVAL:

A. The County may terminate this Agreement by:

- (1) Providing written notice of a material breach to the Association. If the Association does not cure the breach to the County's satisfaction within 90 days of such notice, this Agreement shall terminate automatically at the end of the 90th day.
- (2) Providing written notice that the Board has not appropriated sufficient funds; provided, however, that valid requests for reimbursement submitted prior to such notice shall be paid, subject to Section 11.

B. The Association may terminate this Agreement by providing written notice of termination to the County.

C. Unless terminated earlier as provided above, this Agreement shall terminate automatically upon the first occurrence of:

- (1) The Association fails to make a valid request for reimbursement within two years after the effective date of this Agreement.

D. The Association's duty to maintain insurance under Section 9 shall survive one year after termination of this Agreement.

10. BATEMENT ACT: Pursuant to NMSA 1978, Section 6-6-11(1953), nothing in this Agreement shall require the County to become indebted or contract any debts of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot then be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as above provided for, shall be void.

11. COUNTERPARTS: This Agreement may be executed in counterparts.

SANTA FE COUNTY

By: _____
Miguel M. Chavez, Chair
Board of County Commissioners

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

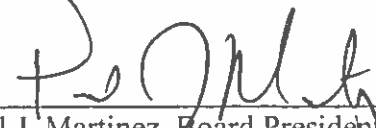
- APPROVED AS TO FORM:



Greg S. Shaffer, Santa Fe County Attorney

Date: 5/1/2016

**GREATER CHIMAYO MUTUAL DOMESTIC WATER CONSUMERS
ASSOCIATION**

By: 

Paul J. Martinez, Board President

Date: 5/3/16

ATTEST:

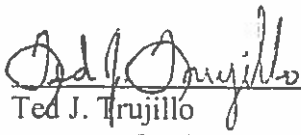


Charlie Vigil, Board Member / Treasurer

Date: 5/3/16



APPROVED AS TO FORM:



Ted J. Trujillo

Attorney for the Association

Date: 5/3/16

Exhibit A

Description of Capital Improvement Project

As referenced in Article 1. A. of the Memorandum of Agreement between the County of Santa Fe and the Greater Chimayo Mutual Domestic Water Consumers Association ("MOA"), the County will provide up to \$625,000 in capital funds to reimburse the Association for the following capital improvements:

Planning, design, construction, and ancillary professional services for that portion of the "*Water System Improvements – Phase II-A Greater Chimayo Mutual Domestic Water Consumers Association*" Project Number CHI095-11, designed by Clayton H. Ten Eyck, PE of Molzen Corben that are within the boundaries of Santa Fe County.

Exhibit B**Reimbursement Process**

In accordance with Paragraph 1.B of the Memorandum of Agreement between the County of Santa Fe and the Greater Chimayo Mutual Domestic Water Consumers Association ("MOA"), the following reimbursement process will be followed.

1. All contracts and procurements related to the Scope of Work described in Exhibit A of the MOA shall be managed by the Greater Chimayo Mutual Domestic Water Consumers Association ("the Association"), and the Association shall receive and pay all invoices from all vendors related thereto.
2. Upon receipt of an invoice as described above, the Association shall review and certify for sufficiency.
3. Within 5 work days of invoice receipt, the Association shall submit to Santa Fe County ("the County") a pay application that shall consist of the following:
 - a. A cover memo that describes the purpose and summarizes the pay application.
 - b. A copy of the invoice(s) and all supporting documentation submitted by the contractor / vendor to the Association that justify payment.

For convenience, the Association may submit multiple invoices in one pay application, as long as the cover memo clearly describes the invoices contained in the pay application.

4. The County shall review the pay application and, upon satisfaction that the pay application is complete and sufficient, shall confirm the adequacy of the pay application and certify that it meets County standards for payment within 5 calendar days or return to the Association for correction. The County will issue the funds necessary to pay the invoices contained in the certified pay application. The funds will be issued in the form of a check to the Association, and shall be issued within 12 calendar days of certification of the pay application. The County will not be responsible for payment of late fees.
5. Upon receipt of funds, the Association will pay all invoices and submit copies of the corresponding cancelled checks to the County prior to or simultaneous to submitting further applications for payment.
6. Pay applications and copies of cancelled checks shall be directed in duplicate to:

Mark Hogan, Director
Public Works Projects Division
Santa Fe County
PO Box 276
Santa Fe, NM 87504

And

Samuel L Montoya, Capital and Grants Manager
Finance Division
Santa Fe County
PO Box 276
Santa Fe, NM 87504

7. Funds to the Association shall be directed to:

Paul J. Martinez, President
Greater Chimayo Mutual Domestic Water Consumers Association
PO Box 580
Chimayo, NM 87522

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 1, 2016

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*
Bill Taylor, Procurement Manager BT

VIA: *Katherine Miller, County Manager*
Jeffrey Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting 06/14/2016

Approval of MOA #2016-0359-PW/KE, a Memorandum of Agreement Between Santa Fe County and the Cuatro Villas Mutual Domestic Water Users Association and Authorize the County Manager to Sign the Purchase Order to Fund the Association a Maximum Amount of \$625,000 in Capital Funds for Planning, Design, Construction and Professional Services for the Water System Improvements. (Public Works/Erik Aaboe)

BACKGROUND:

One of the six 2008 General Obligation Bond questions authorized the expenditure of GOB funds for water projects including projects in the Santa Cruz River Valley. This agreement between the County and the Cuatro Villas Mutual Domestic Water Users Association allows the use of up to \$625,000 in General Obligation Bond funding for the planning, design and construction of a water system improvement to the Association's system.

Previous board actions, including Resolution 2014-103 and Chapter 11 of the SGMP, express the County's desire to allow for the provision of safe and reliable drinking water to the citizens of the County. Working with the Association will help to achieve these goals.

DISCUSSION:

The Association has developed a design for a water system improvement including installation of a distribution line to provide service to County residents in the community of Cuarteles.

With the support of this agreement, the Association will procure and manage all contracts associated with the construction of this infrastructure. The project will be managed by the Association, the Association will submit pay applications to the County for approval and the County will review the pay application and promptly reimburse the Association for approved pay

applications. The Association will pay the vendor and provide the County with copies of the payments before submitting subsequent pay applications.

ACTION REQUESTED:

Please approve the attached Memorandum of Agreement and authorize the County Manager to sign the accompanying purchase order to provide up to \$625,000 in capital funds for the planning, design construction and professional services for an expansion of the Association's distribution system.

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA FE AND THE CUATRO VILLAS MUTUAL
DOMESTIC WATER USERS ASSOCIATION**

THIS MEMORANDUM OF AGREEMENT ("the Agreement") is between the **County of Santa Fe** ("the County"), a political subdivision of the State, and the **Cuatro Villas Mutual Domestic Water Users Association** ("the Association"), a public body corporate organized under the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21.

WHEREAS, the Association was organized to respond to the emergency needs of the communities of Arroyo Seco, Cuartelez, La Puebla and Sombrillo for a safe and reliable domestic water supply, which need was recognized in the 2001 declarations of emergency by the Governor of New Mexico, the New Mexico Department of Environment, the New Mexico Department of Health, the County of Santa Fe, and the County of Rio Arriba; and

WHEREAS, the need to support small community water systems is identified as a key issue in Chapter 11 of the County's Sustainable Growth Management Plan ("SGMP"), and providing assistance to community water systems is Policy 41.8 in the SGMP; and

WHEREAS, on September 30, 2014, the Board of County Commissioners approved Resolution No. 2014-103 endorsing the concept of regionalization of water services within the County; and

WHEREAS, the County desires to assist with the development of a regional water system solution to address water supply and water quality concerns in the Cuatro Villas service area, and the Association desires to receive such assistance from the County and to continue as partners with the County in water infrastructure planning, construction, and maintenance in the region; and

WHEREAS, the parties desire to work together to achieve a unified regional water system in the Santa Cruz River Valley to serve all communities located in that area; and

WHEREAS, the County is prepared to provide and the Association is prepared to use funding provided by the County for capital improvements; and

WHEREAS, it is in the interest of the public health, safety, and welfare for the parties to cooperate as set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. THE COUNTY AGREES:

A. To provide up to \$625,000 in capital funds to reimburse the Association for the planning, design, construction, and ancillary professional services for the capital improvements described at Exhibit A.

B. To process requests for reimbursement from the Association in a timely manner and to follow the reimbursement process described at Exhibit B.

2. THE ASSOCIATION AGREES:

A. To use the County-provided capital funds as reimbursement for the planning, design, construction, and ancillary professional services for the capital improvements described at Exhibit A.

B. To assure that all capital improvements are designed, constructed, installed, operated, and maintained in accordance with all applicable laws and codes.

C. To submit draft design plans to the County for review and comment and to timely respond to the County's comments (if any); provided, however, that the County shall have no duty to conduct such review; and provided further that the Association shall remain solely responsible for assuring that the improvements are designed, constructed, installed, operated and maintained in accordance with all applicable laws and codes.

D. To proceed with any capital improvements as soon as possible after the effective date of this Agreement.

E. To submit to the County requests for reimbursement in a timely manner, to provide the necessary supporting documentation as requested by the County, and to follow the reimbursement process described at Exhibit B.

F. Upon completion of the capital improvement project funded under this Agreement, provide a written certification of such completion to the County.

3. EFFECTIVE DATE: The effective date of this Agreement is the last date written below.

4. LIABILITY:

A. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, or creates any right of indemnity.

B. There are no third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, no action to enforce the terms of this Agreement or for damages for breach of this Agreement may be brought against either party by any person who is not a party to this Agreement.

5. AMENDMENT: This Agreement may not be altered, changed, or amended except by a written agreement executed by the parties.

6. APPLICABLE LAW AND VENUE: New Mexico law shall apply to this Agreement. Any litigation regarding this Agreement shall be brought exclusively in New Mexico State District Court, First Judicial District, Santa Fe, New Mexico.

7. INTEGRATION: This Agreement sets forth the entire agreement between the parties and any prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement are fully integrated into this Agreement.

8. INSURANCE: Prior to commencement of construction of any improvements described in Exhibit A, the Association shall obtain and continue to maintain during the term of this Agreement a commercial general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the capital improvements constructed with funding under this Agreement. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Association shall provide proof of such general liability insurance acceptable to the County. The Association may satisfy the Section by requiring the contractor to obtain comparable insurance, naming the County as an additional insured.

9. TERMINATION AND SURVIVAL:

A. The County may terminate this Agreement by:

(1) Providing written notice of a material breach to the Association. If the Association does not cure the breach to the County's satisfaction within 90 days of such notice, this Agreement shall terminate automatically at the end of the 90th day.

(2) Providing written notice that the Board has not appropriated sufficient funds; provided, however, that valid requests for reimbursement submitted prior to such notice shall be paid, subject to Section 10.

B. The Association may terminate this Agreement by providing written notice of termination to the County.

C. Unless terminated earlier as provided above, this Agreement shall terminate automatically upon the first occurrence of:

(1) The Association fails to make a valid request for reimbursement within two years after the effective date of this Agreement.

(2) Association provides the County with a certificate of completion under Section 3(F).

D. The Association's duty to maintain insurance under Section 8 shall survive one year after termination of this Agreement.

10. BATEMENT ACT: Pursuant to NMSA 1978, Section 6-6-11 (1953), nothing in this Agreement shall require the County to become indebted or contract any debts of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot then be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as above provided for, shall be void.

11. DUPLICATE ORIGINALS: This Agreement shall be executed in duplicate originals.

SANTA FE COUNTY

By: _____

Miguel M. Chavez
Chair, Board of County Commissioners

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____


APPROVED AS TO FORM:



Gregory S. Schaeffer, Santa Fe County Attorney

Date: 5/20/2016

CUATRO VILLAS MUTUAL DOMESTIC WATER USERS ASSOCIATION:

By: 

Makenzie S. Kluke (print name)

President (title)

DATE: 5/20/2016

Exhibit A

Description of Capital Improvement Project

As referenced in Article 1. A. of the Memorandum of Agreement between the County of Santa Fe and the Cuatro Villas Mutual Domestic Water Users Association ("MOA"), the County will provide up to \$625,000 in capital funds to reimburse the Association for the following capital improvements:

Planning, design, construction, and ancillary professional services for the "*Regional Waterline Phase IIc Cuarteles*" Project Number 6219386, designed by Souder, Miller & Associates dated June 2014, and as updated.

Exhibit B

Reimbursement Process

In accordance with Paragraph 1.B of the Memorandum of Agreement between the County of Santa Fe and the Cuatro Villas Mutual Domestic Water Users Association ("MOA"), the following reimbursement process will be followed.

1. All contracts and procurements related to the Scope of Work described in Exhibit A of the MOA shall be managed by the Cuatro Villas Mutual Domestic Water Users Association ("the Association"), and the Association shall receive and pay all invoices from all vendors related thereto.
2. Upon receipt of an invoice as described above, the Association shall review and certify for sufficiency.
3. Within 5 work days of invoice receipt, the Association shall submit to Santa Fe County ("the County") a pay application that shall consist of the following:
 - a. A cover memo that describes the purpose and summarizes the pay application.
 - b. A copy of the invoice(s) and all supporting documentation submitted by the contractor / vendor to the Association that justify payment.

For convenience, the Association may submit multiple invoices in one pay application, as long as the cover memo clearly describes the invoices contained in the pay application.

4. The County shall review the pay application and, upon satisfaction that the pay application is complete and sufficient, shall confirm the adequacy of the pay application and certify that it meets County standards for payment within 5 calendar days or return to the Association for correction. The County will issue the funds necessary to pay the invoices contained in the certified pay application. The funds will be issued in the form of a check to the Association, and shall be issued within 12 calendar days of certification of the pay application. The County will not be responsible for payment of late fees.
5. Upon receipt of funds, the Association will pay all invoices and submit copies of the corresponding cancelled checks to the County prior to or simultaneous to submitting further applications for payment.
6. Pay applications and copies of cancelled checks shall be directed in duplicate to:

Mark Hogan, Director
Public Works Projects Division
Santa Fe County
PO Box 276
Santa Fe, NM 87504

And

Samuel L. Montoya, Capital and Grants Manager
Finance Division
Santa Fe County
PO Box 276
Santa Fe, NM 87504

7. Funds to the Association shall be directed to:

Mukhtiar Khalsa, President
Cuatro Villas Mutual Domestic Water Users Association
PO Box 667
Santa Cruz, NM 87567

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 1, 2016

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

VIA: Katherine Miller, County Manager
Michael Kelley, Public Works Department Director
Jeffrey Trujillo, ASD Director

ITEM AND ISSUE: *BCC Meeting 06/14/2016*
Approval of JPA #2016-0179-PW/BT, a Second Amendment to the Joint Powers Agreement Between the County of Santa Fe and the Greater Chimayo Mutual Domestic Water Consumers Association (Public Works/Erik Aaboe)

BACKGROUND AND DISCUSSION:

In 2008, Santa Fe County entered into a Joint Powers Agreement with the Greater Chimayo Mutual Domestic Water Consumers Association and agreed to purchase an interest in a regional water transmission line. In 2009, with Amendment #1 to the Joint Powers Agreement, the County increased its payment contribution to the Association. The original Joint Powers Agreement and First Amendment to the JPA are attached for reference.

It does not benefit the County to hold an interest in the infrastructure of the Association. Execution of this Amendment would allow for the donation of the regional water transmission line to the Association after approval of the state Board of Finance. The Joint Powers agreement would terminate upon the County's issuance of a quitclaim deed on its interest to the Association.

ACTION REQUESTED:

Approval of the attached Amendment #2 to the Joint Powers Agreement and authorize the County to present the Amendment to the Board of Finance and to prepare and present and execute a quitclaim deed to the Association for the regional water transmission line.

**SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT
BETWEEN SANTA FE COUNTY AND THE GREATER CHIMAYO MUTUAL
DOMESTIC WATER CONSUMERS ASSOCIATION
("SECOND AMENDMENT")**

This Second Amendment, effective as of the date it is approved by the New Mexico Department of Finance and Administration ("DFA"), is made by and between Santa Fe County ("the County"), New Mexico, and the Greater Chimayo Mutual Domestic Water Consumers Association ("the Association").

RECITALS

A. The Association owns and operates a community water system that serves the Greater Chimayo area.

B. On April 29, 2008, the County and the Association entered into that certain Joint Powers Agreement ... Concerning Joint Efforts to Provide Regional Water Transmission Facilities to Service the Community of Chimayo" ("JPA" or "Agreement").

C. Among other things, the JPA provided that the County would "purchase an undivided interest in the Regional Water Transmission Line," as described in Exhibits B and C to the JPA, for \$500,000.00. The Regional Water Transmission Line is part of the community water system operated by the Association.

D. In May 2009, the County and the Association executed a First Amendment to the JPA ("First Amendment"). Under the First Amendment, the parties agreed that the County would increase its payment contribution under the JPA to \$1,000,000.00.

E. In accordance with the JPA, as amended by the First Amendment, the County has contributed \$1,000,000.00 to the construction of the Regional Water Transmission Line. Therefore, pursuant to paragraph 3.2 of the JPA, the County owns an undivided interest in the Regional Water Transmission Line in proportion to the parties' total contributions.

F. The County has since agreed to provide additional funding to the Association up to \$625,000.00 to further the purposes of the JPA in providing safe and reliable drinking water to the residents of the Greater Chimayo area. This funding will be provided pursuant to a separate Memorandum of Agreement between the County and the Association.

G. The County's commitment to provide assistance funding to support the Greater Chimayo community water system pre-dates by several years County Resolution No. 2012-58. Resolution No. 2012-58 provides that County will no longer help fund community water systems unless the County also acquires all or part of the system, including water rights, and the residents served by the system, or the system owner, agree to become County water customers.

H. The Association does not desire at this time to transfer to the County any part of the Greater Chimayo water system, and the County desires to honor its prior commitments to help fund the Greater Chimayo water system.

I. The County has determined that County ownership of an undivided interest in any portion of the Greater Chimayo community water system is unnecessary, and that such ownership creates uncertainty regarding the extent of the County's responsibility for and authority over the System (if any).

J. The County has determined that donation of its undivided interest in the Regional Water Transmission Line to the Association is in the interest of the public and the County.

K. NMSA 1978, Section 13-6-2 authorizes local public bodies such as the County to "dispose of real and tangible person property belonging to the ... local public body" The Regional Water Transmission Line is appurtenant to land or interests in land and thus should be considered real property.

L. Under Section 13-6-2(B), the County "may ... dispose of real property ... (2) by ... donation to other ... local bodies" The Association was formed under the Sanitary Projects Act, NMSA 1978, Sections 3-29-1 through 3-29-21. Under Section 3-29-3 of the Act, the Association is a "political subdivision of the state," and thus a local public body, and it may "receive public funds for acquisition, construction and improvement of water supply, reuse, storm drainage and wastewater facilities in communities, and to operate and maintain such facilities for the public good."

M. Section 13-6-2(D) provides that the "disposition of real or tangible property having a current resale value of more than ... \$5,000 ... may be made by a ... local public body ... if the ... disposition has been approved by the ... local government division of [DFA]"

N. The purpose of this Second Amendment is to amend the JPA to provide for: (1) the County's donation of its undivided interest in the Regional Water Transmission Line to the Association, (2) the appropriate DFA approval of such donation, and (3) the termination of the JPA upon the County's quitclaim deed on its interest to the Association.

NOW, THEREFORE, THE COUNTY AND THE ASSOCIATION AGREE to amend the JPA as follows:

1. Section 5.0 of the JPA, which had been reserved, shall provide:

5.0 DONATION.

5.1 Notwithstanding any other provision of this Agreement, the County may in its sole discretion divest itself of any and all right, title and interest it has in the Regional Water Transmission Line under the JPA by donating such right, title and interest to the Association in the form of a quitclaim deed.

5.2 Before the County quitclaims its right, title and interest in the Regional Water Transmission Line to the Association, the terms and conditions applicable to any further County funding of the Greater Chimayo community water system shall be set out in a separate memorandum of agreement ("MOA") between the County and the Association.

2. The following new subsection 18.5 shall be added to Section 18 of the JPA:

18.5 Notwithstanding any other provision herein, this Agreement shall terminate automatically upon the effective date of the County's quitclaim deed, donating all of the County's right title and interest in the Regional Water Transmission Line to the Association, under Section 5.0.

3. Except as expressly amended by this Second Amendment and the First Amendment, the JPA as originally executed shall remain in full force and effect.

4. This Second Amendment may be executed in counterparts.

SANTA FE COUNTY

By: _____
Miguel M. Chavez
Chair, Board of County Commissioners

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

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

Date: 3/11/2016

GREATER CHIMAYO MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

By: Paul J. Martinez
Paul J. Martinez, Board President

Date: 5/3/16

ATTEST:


Charlie Vigil, Board Member/Treasurer

APPROVED AS TO FORM:


Ted J. Trujillo
Attorney for the Association

Date: 5/3/16

Date: 5-3-16



**APPROVED BY NEW MEXICO DEPARTMENT OF FINANCE AND
ADMINISTRATION:**

By: _____

(Name)
(Title)

Date: _____

**FIRST AMENDMENT TO
JOINT POWERS AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY,
NEW MEXICO
AND THE GREATER CHIMAYO MUTUAL DOMESTIC WATER CONSUMERS
ASSOCIATION CONCERNING JOINT EFFORTS TO PROVIDE REGIONAL WATER
TRANSMISSION FACILITIES TO SERVE THE COMMUNITY OF CHIMAYO**

This Amendment to Joint Powers Agreement is made this __, day of May, 2009 by and between the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as "the county"), and the Greater Chimayo Mutual Domestic Water Association (hereinafter referred to as "the Association").

WHEREAS, the County and the Association entered into a Joint Powers Agreement in April of 2008 whereby the County purchased an undivided interest in a Regional Water Transmission Line;

WHEREAS, the County now seeks to increase its undivided interest in the Transmission Line;

WHEREAS, the Association desires to sell to the County an increased interest in the Transmission Line;

WHEREAS, Paragraph 1.2 of the Joint Powers Agreement provides that subsequent purchases of interest in the Regional Water Transmission Line shall be accomplished by amendment to the Joint Powers Agreement.

NOW THEREFORE, the parties mutually agree to amend the Joint Powers Agreement as follows:

1. Paragraph 1.2 of the Joint Powers Agreement is replaced with the following:

The County shall purchase an interest in the property items described in the previous Article in the amount of One Million Dollars (\$1,000,000). Any subsequent purchases of an interest in the Regional Water Transmission Line shall be accomplished by amendment to this Agreement.

2. Paragraph 4.1 of the Joint Powers Agreement is revised so that \$500,000 is replaced with \$1,000,000.

All provisions of the Joint Powers Agreement not amended by this Amendment to Joint Powers Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives effective as of the date and year first written above.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY, NEW MEXICO**

By: _____

Michael D. Araya, Chair

ATTEST:

Valerie Espinoza
Valerie Espinoza, County Clerk

Approved as to form:

Stephen C. Ross
Stephen C. Ross, County Attorney



**GREATER CHIMAYO MUTUAL DOMESTIC
WATER CONSUMERS ASSOCIATION**

By: *Dlean Martinez*
Its President

ATTEST:

Shelley Winkler
Secretary

Approved as to form:

Jeff Quillen
Association's Attorney



**APPROVED BY THE DEPARTMENT
OF FINANCE AND ADMINISTRATION**

By: _____

(Title)

(Date)

**APPROVED BY THE NEW MEXICO
STATE BOARD OF FINANCE**

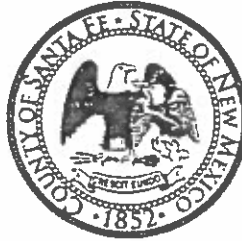
By: _____

Date: _____

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

From: Carole H. Jaramillo, Finance Division Director

Via: Katherine Miller, County Manager

Date: June 2, 2016

Re: Resolution No. 2016-____, A Resolution Awarding the Santa Fe County, New Mexico General Obligation Refunding and Improvement Bonds, Series 2016. (CMO/Finance, Carole Jaramillo)

Issue

The above-referenced resolution ("Award Resolution") must be approved in order to complete the sale of Santa Fe County, New Mexico General Obligation Refunding and Improvement Bonds, Series 2016 (the "Bonds"), in the anticipated principal amount of \$27,875,000. Final details concerning the Bonds will be inserted into the Award Resolution on June 14, 2016, after the sealed bids for the Bonds are opened and the best bidder determined. (The Award Resolution is attached as Exhibit A.)

Background

At its April 26, 2016 meeting, the Board of County Commissioners ("BCC") approved Resolution No. 2016-47, a Notice of Sale Resolution for the General Obligation Refunding and Improvement Bonds, Series 2016. Among other things, Resolution 2016-47 authorized County staff and advisors to prepare a Preliminary Official Statement ("POS"), discussed in more detail below, and solicit bids for the Bonds. On June 14, 2016, before the BCC's meeting, bids will be opened and the Award Resolution finalized with the final details of the Bonds.

The Bonds will be issued for the purpose of advance refunding, refinancing, paying and redeeming on July 1, 2018 the outstanding Series 2008 general obligation bonds as well as issuing the remaining \$8,000,000 authorized by the voters in the November 6, 2012 general election. The total amount approved by voters in the 2012 election was \$35,000,000 of which \$19,000,000 were sold in the Series 2013 issuance and \$8,000,000 were sold in a Series 2015 issuance.

The Series 2008 bonds to be refunded will have an outstanding principal amount of \$18,400,000 as of the July 1, 2018 refunding date. The \$8,000,000 to be sold from the bonds authorized in the 2012 election will be used for roads projects (\$3,969,000), water and wastewater projects (\$3,031,000), and for open space projects (\$1,000,000).

POS

The POS attached as Exhibit B has been prepared in connection with the offering and sale of the Bonds. The POS makes various disclosures about the County, the Notice of Sale Resolution, the anticipated Award Resolution, and the Bonds. The POS will be reviewed by bidders for the Bonds and a final Official Statement will be provided to investors after the best bid is accepted by the BCC on June 14, 2016. **In the Award Resolution, the BCC expressly approves the POS and ratifies the preparation, distribution and use of the POS. (Award Resolution, Section 1.) Consequently and for the reasons discussed below, it is imperative that Commissioners carefully review the POS.**

The attached POS is similar to the one used when other general obligation bonds were issued by the County in 2015. The information has been updated by County staff. Peter Franklin of the Modrall Sperling Law Firm, the County's Bond and Disclosure Counsel and Erik Harrigan of RBC Capital Markets Corporation, the County's Financial Advisor, assisted in the disclosure process by assembling the information, attending disclosure conferences and reviewing the financial and economic data in the POS. In connection with the preparation of the POS, County staff has participated in due diligence meetings and conference calls. During those meetings and calls, we discussed, confirmed and updated information contained in the POS, examined information for materiality, and identified additional information for inclusion. If you have any questions relating to the disclosure process and preparation of the POS, please contact the County Manager or me.

Under regulations imposed by the U.S. Securities and Exchange Commission (the "SEC"), the POS must not contain any untrue statement of a material fact, or omit to state a material fact. A material fact is one that could influence an investor in making a decision to purchase the Bonds. The SEC recently increased emphasis on the quality of disclosures made in municipal bond offerings. The SEC has stated that responsibility for disclosures lies with the members of the governing body approving the issuance of municipal bonds, following this guiding principal:

"Public entities that issue securities are primarily liable for the content of their disclosure documents.... In addition to the government entity issuing municipal securities, public officials of the issuer who have ultimate authority to approve the issuance of securities and related disclosure documents have responsibilities under the federal securities laws as well. In authorizing the issuance of the securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may the public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading."

Although County staff and the finance team collaborated in preparing the POS, each Commissioner should review it carefully. The POS is a BCC document, and the County and the BCC are responsible for its accuracy. Please use extra care in reviewing the sections labeled "INTRODUCTION," "SECURITY AND REMEDIES" and "THE COUNTY." In conducting your

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505-995-2740 www.santafecountynm.gov

review, focus on whether the POS contains misleading statements of material facts or omits to state material facts. A material fact is one that could influence an investor in making a decision to purchase the Bonds.

After reviewing the POS, please contact me if you have any reason to believe that the POS contains any inaccurate information or if you know of anything that might make any of the statements made in the POS incomplete or misleading. Thank you for your attention to this important matter.

Recommendation

Assuming an acceptable bid is received and the BCC approves of the POS, the Finance Division recommends approval of Award Resolution.

Attachments:

Exhibit A – Award Resolution

Exhibit B – POS

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

RESOLUTION NO. 2016 –

**A RESOLUTION
AWARDING
THE SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT AND REFUNDING BONDS
SERIES 2016**

WHEREAS, at a general obligation bond election duly called and held for Santa Fe County, State of New Mexico (the "County"), on November 6, 2012, the electors of the County authorized the Board of County Commissioners of the County (the "Board") to contract bonded indebtedness on behalf of the County and upon the credit thereof by issuing general obligation bonds of the County to secure funds for the following purposes in the following amounts:

<u>Purpose</u>	<u>Amount Authorized at Election</u>	<u>Amount Previously Issued</u>	<u>Amount to be Issued</u>
acquire, construct, design, and equip roads within the County	\$19,000,000	\$15,031,000*	\$3,969,000
acquire real property and necessary water rights for, and construct, design, equip, rehabilitate, and improve water and wastewater projects within the County	\$10,000,000	\$6,969,000*	\$3,031,000
Acquire, design, construct, improve, equip, and restore open space, trails, and parks within the County	\$6,000,000	\$5,000,000	\$1,000,000
TOTALS:	<u>\$35,000,000</u>	<u>\$27,000,000</u>	<u>\$8,000,000</u>

*As reallocated pursuant to Board Resolution No. 2015-170, adopted on December 8, 2015.

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

(A) the \$8,000,000 portion of the general obligation bonds authorized at the election (the "Series 2016 Improvement Bonds") be issued at this time and allocated in the amounts and for the purposes set forth above (the "Improvement Projects"); and

(B) general obligation refunding bonds be issued in an aggregate principal amount of \$19,785,000 (the "Series 2016 Refunding Bonds" and, together with the Series 2016 Improvement Bonds, the "Series 2016 Bonds" or the "Bonds") for the purpose of advance refunding, refinancing, paying, and redeeming, on July 1, 2018, the County's General Obligation Bonds, Series 2008 outstanding in the amount of \$18,400,000 (the "Refunding Project"); and

(C) the costs of issuance of the Series 2016 Bonds shall be paid from proceeds of the Series 2016 Bonds in proportion to the principal amounts, together with premium, if any, allocable to, respectively, the Improvement Projects and the Refunding Project; and

WHEREAS, the Board has received and publicly opened sealed bids for the purchase of the Bonds and the Board has accepted the bid and awarded the Bonds to _____, the best bidder for the Bonds; and

WHEREAS, the Board has determined, and does hereby determine, that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than ten percent (10%); and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Board and the officers of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. All actions heretofore taken by the Board and the officers and employees of the County directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including revisions to certain principal amounts and maturities, the date of the sale and optional redemption features of the Bonds, as set forth in the Notice of Bond Sale published on behalf of the Board on June 6, 2016, and the Bonds in the amount of \$27,785,000 are awarded to _____ (the "Purchaser"). The form of Preliminary Official Statement relating to the Bonds as presented in connection with this Resolution is hereby approved, and the preparation, distribution and use of the Preliminary Official Statement are hereby ratified.

Section 2. The Board has determined, and hereby determines, that issuance of the Series 2016 Refunding Bonds is advisable in that it will result in net present value savings of \$_____, or _____%. The Board hereby calls for optional redemption of the County's General Obligation Bonds, Series 2008 outstanding in the amount of \$18,400,000 on July 1, 2018.

Section 3.

A. In order to provide funds for the purposes stated above, the Board, on behalf of the County and upon the full faith and credit thereof, shall issue the Bonds maturing and bearing interest as follows:

<u>Year Maturing (July 1)</u>	<u>Principal Amount Maturing</u>	<u>Interest Rate</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

B. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series, and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered

owner thereof, or registered assigns, semiannually on January 1 and July 1 each year in which the Bonds are outstanding, commencing January 1, 2017, and shall mature on July 1 of each year set forth above.

C. Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by the Santa Fe County Treasurer as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. The Bonds maturing on and after July 1, 20__, are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after July 1, 20__ in whole or in part at any time, in such order of maturities as the County may determine, for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date ("Optional Redemption"). Optional Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar.

F. Notice of Optional Redemption and, if applicable, mandatory sinking fund redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The County shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 4. The Bonds shall constitute the general obligation bonds of the County, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the County shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 5. The Bonds shall bear the manual or facsimile signature of the Chairperson of the Board and shall be attested by the manual or facsimile signature of the County Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the County, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Chairperson of the Board and the County Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt

as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Chairperson of the Board and County Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Chairperson of the Board and the County Clerk, pursuant to Sections 6-9-1 through 6-9-6, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the County as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes, except as may otherwise be provided with respect to payment of overdue interest as is provided in Section 2 hereof; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but

such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. The officers of the County are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the County.

F. Notwithstanding the above provisions of this Section, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with the Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants, or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds, or (iii) the County determines that a continuation of the system of book-entry transfers through the

Depository ceases to be beneficial to the County or the Beneficial Owners, the County will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the County shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants, and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the County are authorized to sign agreements with the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this Resolution, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent to the Depository as provided in this Resolution and by the Depository to its Participants or Indirect Participants in the manner provided in an agreement or letter of the County to the Depository.

Section 7. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the County shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the County may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholders equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 8. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
SANTA FE COUNTY, NEW MEXICO

GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2016

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Series Date</u>	<u>CUSIP</u>
_____% per annum	July 1, 20____	_____, 2016	_____

The Board of County Commissioners (the "Board") on the faith, credit and behalf of Santa Fe County, New Mexico (the "County"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on January 1 and July 1 of each year (the "Interest Payment Date") from the Series Date to its maturity, commencing on January 1, 2017. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the County Treasurer as registrar/paying agent (the County Treasurer and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the

Bonds are issued in book-entry only form, an authorized officer of the County and the applicable securities depository may make other arrangements for the payments on the Bonds.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$27,785,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the County. \$8,000,000 in principal amount of the Bonds represents the third series of general obligation bonds approved by the qualified electors of the County at an election held on November 6, 2012, to provide funds for: (1) the acquisition, construction, design and equipping of roads within the County; (2) the acquisition of real property and necessary water rights for, and construction, design, equipping, rehabilitation and improvement of water and wastewater projects within the County; and (3) the acquisition, design, construction, improvement, equipping and restoration of open space, trails and parks within the County. \$19,785,000 in principal amount of the Bonds is allocated to the refunding, refinancing, paying, and redeeming the County's outstanding General Obligation Bonds, Series 2008.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 4-49-1 *et seq.*, NMSA 1978, Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the resolution of the Board authorizing the publication of a notice of sale of the Bonds and duly adopted on April 26, 2016 (the "Notice of Sale Resolution") and the resolution of the Board awarding the Bonds to the best bidder therefore and duly adopted on June 14, 2016 (the "Award Resolution" and, together with the Notice of Sale Resolution, the "Bond Resolution").

The Bonds maturing on and after July 1, 20__, are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after July 1, 20__, in whole or in part at any time, in such order of maturities as the County may determine, for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

The Registrar/Paying Agent will maintain the books of the County for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for

an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information, or indemnity relating thereto as the Registrar/Paying Agent may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the County is hereby irrevocably pledged. The Board has, by the Bond Resolution, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the County in the issuance of this bond; that the total indebtedness of the County, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Board, constituting the governing board of the County, has caused this bond to be signed and executed with the manual or facsimile signature of

the Chairperson of the Board and subscribed and attested with the manual or facsimile signature of the County Clerk, all as of the Series Date.

Miguel M. Chavez, Chairperson
Board of County Commissioners
Santa Fe County, New Mexico

Attest:

Geraldine Salazar, Clerk
Santa Fe County, New Mexico

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication
and Registration: _____

Santa Fe County Treasurer,
as Registrar/Paying Agent

By: _____
Patrick Varela

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Address: _____

Signature Guaranteed:

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Bond]

Section 10. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Resolution. \$8,000,000 in principal amount of the Bonds, representing the third series of general obligation bonds approved by the qualified electors of the County at an election held on November 6, 2012, shall be applied to Road Projects in the amount of \$3,969,000, to Water and Wastewater Projects in the amount of \$3,031,000 and to Open Space Projects in the amount of \$1,000,000. The Series 2016 Refunding Bonds shall be applied to the Refunding Project as shall be provided in an escrow agreement (the "Escrow Agreement") between the County and BOKF, NA (the "Escrow Agent"). The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the County, or any of its officers, of any of the funds derived from the sale thereof.

Section 11. There shall be levied on all taxable property within the County, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Resolution is hereby declared to be the certificate of the Board, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied, and extended upon the tax rolls and collected in the same manner, at the same time, and subject to the same penalties and interest as general state and county taxes are certified, levied, and collected. The taxes, when collected, shall be kept by the County in the County's interest and sinking fund for the County's general obligation bonds to be used solely for the

purpose of paying the principal of and interest on the County's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the County and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the County, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 12. The Chairperson of the Board, County Clerk, County Treasurer and other officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the printing of the Bonds, the execution of letters and agreements with the Depository, the printing and execution of disclosure documents relating to the Bonds, the execution and delivery of the Escrow Agreement, the payment of the costs of issuance of the Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of County officials, the receipt of the purchase price of the Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the County will undertake, pursuant to a written continuing disclosure agreement, to provide annual financial information and notices of certain events as specified in that continuing disclosure agreement.

The Board hereby approves the Continuing Disclosure Responsibilities Procedures attached to this Resolution as Exhibit A.

Section 13. The County covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairperson of the Board, the County Treasurer and any other officer of the County having responsibility for the issuance of the Bonds shall give an appropriate certificate of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The County covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which

would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Chairperson of the Board, Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 14. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (a) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the County with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the County, also be invested and re-invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the County for use in accordance with law. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury Obligations, such as its State and Local Government Series, and which may be in book-entry form.

Section 15. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the County hereby covenant to the purchasers and the holders of the Bonds from time to time that the County will make no use of the proceeds of the Bonds or any funds reasonably expected to

be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 16. After any of the Bonds have been issued, this Resolution shall constitute a contract between the County and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 17. All prior resolutions or other action of the Board inconsistent with the provisions of this Resolution are hereby repealed, but only to the extent of such inconsistency. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 18. The following notice shall be published one time in a newspaper having general circulation in the County as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Santa Fe County, New Mexico, on the 14th day of June, 2016, adopted a resolution entitled:

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

RESOLUTION NO. 2016 –

**A RESOLUTION
AWARDING**

**THE SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT AND REFUNDING BONDS
SERIES 2016**

The Resolution directs and authorizes the issuance of Santa Fe County, New Mexico, General Obligation Improvement and Refunding Bonds, Series 2016 in the aggregate principal amount of \$27,785,000, to be issued for the purpose of (1) defraying the costs of Road Projects, Water and Wastewater Projects, and Open Space Projects within the County, representing the third series of general obligation bonds approved by the qualified electors of the County at an

election held on November 6, 2012, and (2) refunding, refinancing, paying, and redeeming the County's outstanding General Obligation Bonds, Series 2008.

The Resolution awards the sale of the bonds to the best bidder therefor and provides for the delivery thereof; provides for the form of the bonds; provides for the levy of ad valorem property taxes without limitation as to rate or amount to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; approves a form of preliminary official statement; and provides other details concerning the bonds. Complete copies of the Resolution are available for public inspection during normal and regular business hours at the office of the Santa Fe County Clerk, 102 Grant Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 14th day of June, 2016.

_____/s/_____
Miguel M. Chavez, Chairperson
Board of County Commissioners
Santa Fe County, New Mexico

[End Form of Notice]

(Signature page follows)

PASSED, ADOPTED AND APPROVED this 14th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO

By: _____
Miguel M. Chavez, Chairperson

ATTEST:

By: _____
Geraldine Salazar, County Clerk

Approved as to Form:

By: _____
Gregory Shaffer, County Attorney

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.
as Bond Counsel

By: _____
Peter Franklin

EXHIBIT "A"

CONTINUING DISCLOSURE RESPONSIBILITIES OF SANTA FE COUNTY, NEW MEXICO IN CONNECTION WITH MUNICIPAL BONDS ISSUED BY THE COUNTY

Santa Fe County, New Mexico (the "County") has entered into continuing disclosure undertakings (each a "CDU") pursuant to SEC Rule 15c2-12 in connection with general obligation bonds and revenue bonds issued by the County. The CDUs typically require:

- That the County disclose certain types of "Annual Financial Information" on an annual basis (typically by providing a copy of the County's audited financial statements for the most recently completed fiscal year); and
- That "Event Information" be reported within 10 business days after the occurrence of specific types of events which could affect the County's Bonds.

"Annual Financial Information," "Audited Financial Statements" and "Event Information" are terms defined in each CDU. Copies of the CDUs for the County's outstanding bonds are included in the bond transcript for each series of bonds and are also available upon request from the County's bond counsel.

Currently, any disclosure required by the CDUs is made by electronically posting the information on the Electronic Municipal Market Access website, known as "EMMA." The matrix appearing below identifies both the periodic and non-routine tasks required for compliance with the County's CDUs, and the County officials and consultants to which those responsibilities are nonexclusively assigned (each a "Responsible Officer"). Such Responsible Officers are authorized to delegate assigned tasks to persons they shall designate; provided, that such designation shall be in writing and shall be approved or ratified by the Board of County Commissioners of the County, as the case may be.

Frequency	Task	Bond Counsel	Financial Advisor	County Finance Director	County Manager
	CONTINUING DISCLOSURE				
At least every 4yrs	Retain or identify Dissemination Agent			x	x
Specified by contract	Payment of Dissemination Agent			x	x
Annually	Provide Annual Financial Information per CDU; verify filing		x	x	x
As needed	Event Reporting	x	x	x	x
As needed	Conference to discuss status of outstanding bonds	x	x	x	x

NOTICE

\$27,815,000*
SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2016

Preliminary Official Statement, subject to completion,
Dated June 7, 2016

The Preliminary Official Statement, dated June 7, 2016 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of Santa Fe County, New Mexico (the "County"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format (Adobe Acrobat 8.0). Although this format should replicate the Preliminary Official Statement available from the County, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat 8.0 may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Preliminary Official Statement alone, and no other document or information on the internet, constitutes the "Official Statement" that the County has deemed "final" as of its date in respect of the Bonds, except for certain information permitted to be omitted therefrom.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated June 7, 2016.

* Preliminary, subject to change.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 7, 2016

NEW ISSUE – Book-Entry-Only

RATINGS: Applied for

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming compliance with certain covenants described in "TAX EXEMPTION" herein, interest on the Bonds (a) is not includible in the gross income of the recipients thereof for federal income tax purposes; (b) is not a specific preference item for purposes of the federal alternative minimum tax for individuals and corporations, but such interest on the Bonds will be included in the adjusted current earnings of certain corporations. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. For a more complete description of such opinion of Bond Counsel and a description of certain provisions of the Internal Revenue Code of 1986, as amended, which may affect the federal tax treatment of interest on the Bonds for certain registered owners of such bonds, see "TAX EXEMPTION" herein.

\$27,815,000*

**SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2016**

Dated: Date of Delivery

Due: July 1, as shown below

The Bonds are issuable as fully registered bonds and when initially purchased will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, ("DTC"). Purchases of the Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. Interest on the Bonds is payable on each January 1 and July 1, commencing January 1, 2017. As long as DTC or its nominee is the registered owner of the Bonds, reference in this Official Statement to the registered owner will mean Cede & Co., and payments of principal or interest on the Bonds will be made directly to DTC by the Paying Agent. Disbursements of such payments to DTC Participants is the responsibility of DTC. See "The Bonds – Book-Entry-Only System" herein. The Santa Fe County Treasurer is the Registrar and Paying Agent for the Bonds.

The Bonds are issuable only as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof. The Bonds will bear interest from the delivery date.

The Bonds are general obligations of Santa Fe County, New Mexico (the "County"), payable from general (*ad valorem*) taxes which shall be levied against all taxable property in the County without limitation as to rate or amount.

The County has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

THE BONDS ARE SUBJECT TO OPTIONAL REDEMPTION PRIOR TO MATURITY AS MORE FULLY DESCRIBED HEREIN. See "THE BONDS - Optional Redemption of Bonds" herein.

The Bonds are being issued pursuant to the powers of the Board of County Commissioners under Section 4-49-1 through 4-49-21, inclusive, and Sections 6-15-1 through 6-15-22, NMSA 1978 as amended and supplemented, the Constitution and other laws of the State for the purpose of providing funds to (1) acquire, construct, design and equip roads within the County, (2) acquire real property and necessary water rights for, and construct, design, equip, rehabilitate and improve, water and wastewater projects within the County, (3) acquire, design, construct, improve, equip and restore open space, trails and parks within the County, (4) advance refund, refinance, pay, and redeem the County's outstanding General Obligation Bonds, Series 2008 maturing on and after July 1, 2019 and (5) pay costs of issuance of the Bonds. The Bonds are offered when, as and if issued by the County, subject to the approval of Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery on or about July 21, 2016, through the facilities of the Depository Trust Company, New York, New York.

**Electronic bids will be opened between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, June 14, 2016
at the County Commission Chambers, 102 Grant Street, Santa Fe, New Mexico.**

Dated: _____, 2016.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

[INSIDE COVER]

MATURITIES, INTEREST RATES AND YIELDS OR PRICES

\$27,815,000*
SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2016

Year (July 1)	Principal	Interest Rate	Price/Yield	CUSIP
2017	\$ 645,000	%		
2018	690,000			
2019	3,920,000			
2020	3,945,000			
2021	3,410,000			
2022	3,330,000			
2023	3,250,000			
2024	3,070,000			
2025	925,000			
2026	-			
2027	925,000			
2028	925,000			
2029	925,000			
2030	925,000			
2031	930,000			

* Preliminary, subject to change.

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized by Santa Fe County, New Mexico (the "County") to give any information or to make any statements or representations, other than those contained in this Official Statement, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Bonds in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information set forth or included in this Official Statement has been provided by the County and from other sources believed by the County to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the County described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

The Bonds have not been registered under the Securities Act of 1933, in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities law of the states in which the Bonds have registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement is "deemed final" by the County for purposes of Rule 15c2-12 of the Municipal Securities Rulemaking Board. The County has covenanted to provide such annual financial statements and other information in the manner as may be required by regulations of the Securities and Exchange Commission or other regulatory body.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COUNTY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Official Statement contains statements that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "project," "intend," "expect," and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

SANTA FE COUNTY, NEW MEXICO

County Administration Building
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 986-6200

BOARD OF COUNTY COMMISSIONERS

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

ADMINISTRATION

County Manager	Katherine Miller
County Clerk	Geraldine Salazar
County Treasurer	Patrick Varela
County Assessor	Gus Martinez
County Finance Director	Carole Jaramillo
County Attorney	Gregory S. Shaffer

FINANCIAL ADVISOR

RBC Capital Markets, LLC
6301 Uptown Boulevard N.E.
Suite 110
Albuquerque, New Mexico 87110

BOND COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 Fourth Street, NW
Albuquerque, New Mexico 87102
(505) 848-1800

PAYING AGENT/REGISTRAR

Santa Fe County Treasurer
102 Grant Avenue
Santa Fe, New Mexico 87501

ESCROW AGENT

BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, NM 87109
(505) 222-8447

VERIFICATION AGENT

Causey, Demgen & Moore, P.C.
1125 Seventeenth Street, Suite 1450
Denver, CO 80202-2025
(303) 296-2229

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OFFICIAL STATEMENT

\$27,815,000*

SANTA FE COUNTY, NEW MEXICO GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS SERIES 2016

INTRODUCTION AND SUMMARY

This Official Statement is furnished to prospective purchasers of the Santa Fe County, New Mexico General Obligation Improvement and Refunding Bonds, Series 2016 (the "Bonds"), issued in the aggregate principal amount of \$27,815,000* by Santa Fe County, New Mexico (the "County"). The offering of the Bonds is made only by way of this Official Statement and the Official Notice of Meeting and Bond Sale, authorized by a resolution adopted by the Board of County Commissioners (the "Board") on April 26, 2016 (the "Notice of Sale Resolution"). Additional information concerning the County, the Bonds and other aspects of this offering may be obtained either from the County or from RBC Capital Markets, LLC (the "Financial Advisor") at the addresses set forth in the section entitled "ADDITIONAL INFORMATION."

The following material is qualified in its entirety by the more complete information contained throughout this Official Statement, and detachment or other use of this "INTRODUCTION AND SUMMARY" without the entire Official Statement, including the cover page and the appendices, is unauthorized.

All terms used in this Official Statement that are not defined herein shall have the meanings given such terms in the Notice of Sale Resolution.

The Issuer

The County is located in north central New Mexico, with a land area of 1,909 square miles and a population of 144,170 (estimated 2015). The City of Santa Fe is the State capital and County seat. The economy is based primarily upon government and related activities, retail trade, tourism, and cultural and recreational activities and facilities.

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico, in particular, Sections 4-49-1 through 4-49-21, and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. \$8,000,000* in principal amount of the Bonds (the "Bonds"), representing the third and final series of general obligation bonds approved by the qualified electors of the County at an election held on November 6, 2012, to provide funds for (1) the acquisition, construction, design and equipping of roads within the County; (2) the acquisition of real property and necessary water rights for, and construction, design, equipping, rehabilitation and improvement of water and wastewater projects within the County; (3) the acquisition, design, construction, improvement, equipping and restoration of open space, trails and parks within the County, will be allocated among those purposes and to pay a portion of the costs of issuance of the Bonds. \$19,815,000* in principal amount of the Bonds will be used to advance refund, refinance, pay and redeem the County's outstanding General Obligation Bonds,

* Preliminary, subject to change.

Series 2008 maturing on and after July 1, 2019 (the "Refunded Bonds"), and to pay a portion of the costs of issuance of the Bonds.

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of \$5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to the Resolution. The Bonds shall mature in the principal amounts and on the dates shown on the cover page hereof. Interest shall be payable January 1, 2017 and on January 1 and July 1 of each year thereafter, to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter (a "Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry-only system described herein.

Security

The Bonds are secured by the County's full faith and credit and are general obligations of the County payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the County. See "SECURITY AND REMEDIES."

Financial Statements

Excerpts of the County's audited financial statements as of and for the year ended June 30, 2015, including the opinions rendered thereon of certified public accountants, are attached as Appendix B.

Selected Debt Ratios

The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

2015 Assessed Valuation	\$6,610,847,656
2015 Estimated Actual Valuation ⁽¹⁾	\$20,309,107,932
County Net Debt as a Percentage of Assessed Valuation	1.86%
Estimated Actual Valuation	0.61%
Direct and Overlapping Debt as a % of Assessed Valuation	6.62%
Estimated Actual Valuation	2.16%
Estimated Population	144,170
County General Obligation Current Outstanding Debt ⁽²⁾	\$100,010,000
Series 2016 General Obligation Bonds	27,815,000
Minus Debt Service Fund Balance	(4,855,215)
County Net General Obligation Debt	\$122,969,785
Estimated Direct & Overlapping GO Debt	\$437,850,388
County Net Debt Per Capita	\$852.95
Direct & Overlapping Debt Per Capita	\$3,037.04

⁽¹⁾ Estimated actual valuation is computed by adding the exemptions to the assessed valuation and multiplying the result by three.

⁽²⁾ Excludes Series 2008 Refunded Bonds.

See "DEBT AND OTHER FINANCIAL OBLIGATIONS – General Obligation Debt" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), (a) the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, and (b) is not a specific preference item for purposes of the federal alternative minimum tax on individuals and corporations, subject to the matters described under the caption "TAX EXEMPTION" herein. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

Agents and Advisors

The County Treasurer will serve as Paying Agent and Registrar.

Axiom Certified Public Accountants and Business Advisors LLC has audited the County's general purpose financial statements as of and for the year ended June 30, 2015.

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, has acted as bond counsel for the issuance of the Bonds and has also acted as special counsel to the County in connection with the preparation of this Official Statement and the sale of the Bonds. See "LEGAL MATTERS" herein.

RBC Capital Markets, LLC, Albuquerque New Mexico, has acted as Financial Advisor to the County for the issuance of the Bonds. RBC Capital Markets, LLC is employed as Financial Advisor to the County in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Financial Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the County, and upon payment to the County of a charge for copying, mailing and handling, at the Santa Fe County Administration Building, 102 Grant Avenue, Santa Fe, New Mexico 87501, telephone number (505) 986-6200, Attention: County Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the County and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the County in the total principal amount of \$27,815,000* and will be dated the Date of Delivery, which is expected to be on or about July 21, 2016. The Bonds will be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the cover page of this Official Statement payable semiannually on January 1 and July 1 each year, commencing on January 1, 2017, and maturing serially, as set forth on the cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the book-entry-only system described herein. No physical delivery of the Bonds will be made to the owners hereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry-Only System" herein.

Authorization

The Bonds are being issued pursuant to the Board's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 4-49-1 through 4-49-21 and 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Notice of Sale Resolution and the resolution of the Board awarding the Bonds to the successful bidder for the Bonds in the public sale held on June 14, 2016 (together, the "Resolution"). A copy of the Official Notice of Meeting and Bond Sale is attached to this Official Statement as Appendix C.

Bond Registrar and Paying Agent

The County Treasurer will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

* Preliminary, subject to change.

Mandatory Sinking Fund Redemption

The Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption on July 1 in each of the years and principal amounts stated below at a redemption price of 100% of the principal amount thereof plus interest accrued to the redemption date. As and for a sinking fund for the Bonds so specified, the County shall cause to be deposited to the Interest and Sinking Fund a sum which is sufficient to redeem the following principal amounts plus interest accrued to the sinking fund redemption date:

<u>Year</u>	<u>Principal Amount</u>
20__*	\$

*Final maturity.

Optional Redemption of Bonds

The Bonds maturing on and after July 1, 2025, are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after July 1, 2024, in whole or in part at any time, in such order of maturities as the County may determine (and by lot if less than all Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as considered appropriate and fair) for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date.

Redemption Procedures

Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The County shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the County.

Conditional Redemption

If money sufficient to pay the optional redemption price of the Bonds to be called for optional redemption is not on deposit with the Paying Agent prior to the giving of notice of optional redemption

referred to above, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in the manner deemed reasonable and fair by the County and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been optionally redeemed.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the County for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry-Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Tax Covenants

In the Resolution, the County covenants for the benefit of the owners of the Bonds that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

The County further covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. See "TAX EXEMPTION" herein.

Book-Entry-Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. One fully registered bond for each maturity, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc.; the American Stock Exchange, LLC; and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others, such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly, (the "Indirect Participants"). The rules applicable to DTC and its Direct and Indirect Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser or each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except in the event that the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose such accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants will remain responsible for keeping account of their holdings on behalf of their customers.

For every transfer and exchange of Bonds or an interest therein, the Beneficial Owner may be charged a service charge together with a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If fewer than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy). Principal and interest payments on the Bonds will be made to DTC or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of Direct Participants and Indirect Participants.

So long as Cede & Co. or its registered assign is the registered owner of the Bonds, the County will be entitled to treat Cede & Co., or its registered assign, as the absolute owner thereof for all purposes of the Resolution and any applicable laws, notwithstanding any notice to the contrary received by the County, and the County will have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds.

When reference is made to any action that is required or permitted to be taken by the Beneficial Owners, such reference relates only to those permitted to act by statute, regulation or otherwise on behalf of such Beneficial Owners for such purposes. When notices are given, they are to be sent to DTC, and the County does not have responsibility for distributing such notices to the Beneficial Owners.

The County does not have any responsibility or obligation to the DTC Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any DTC Participant; (b) the payment of DTC or any DTC Participant of any amount due to any Beneficiary Owner in respect of principal of and premium, if any, and interest on the Bonds; (c) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; (d) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bond Owner; or (e) the distribution by DTC to DTC Participants or Beneficial Owners of any notices received by DTC as registered owner of the Bonds.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the County payable from *ad valorem* taxes, which may be levied against all taxable property within the County without limitation of rate or amount. The Bonds are secured by the obligation of the Board of County Commissioners of the County to levy and collect upon all taxable property within the County a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the County.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the County in issuing the Bonds, are subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of \$27,815,000*. \$8,000,000 in principal amount of the Bonds represents the third and final series of general obligation bonds approved by the qualified electors of the County at an election held on November 6, 2012, to provide funds for (1) the acquisition, construction, design and equipping of roads within the County; (2) the acquisition of real property and necessary water rights for, and construction, design, equipping, rehabilitation and improvement of water and wastewater projects within the County; and (3) the acquisition, design, construction, improvement, equipping and restoration of open space, trails and parks within the County, and will be allocated among those purposes and to pay a portion of the costs of issuance of the Bonds. \$19,815,000 in principal

amount of the Bonds will be used to advance refund, refinance, pay and redeem the Refunded Bonds, and to pay a portion of the costs of issuance of the Bonds.

The interest due on the Refunded Bonds will be paid on the scheduled interest payment dates up to the redemption date of July 1, 2018 from funds to be deposited pursuant to a certain Escrow Agreement (the "Escrow Agreement") between the County and BOKF, NA (the "Escrow Agent"). The Bond Resolution provides that from a portion of the proceeds of the sale of the Bonds received from the purchaser, and other legally available County funds, the County will deposit with the Escrow Agent the amount necessary to accomplish the discharge and final payment of the Refunded Bonds on the redemption date. Such funds will be held by the Escrow Agent in a special escrow account (the "Escrow Fund") and used to purchase direct obligations of the United States of America (the "Federal Securities"), or held in cash for the payment of interest on the Refunded Bonds. Under the Escrow Agreement, the Escrow Fund is irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds.

Causey, Demgen & Moore P.C., Denver, Colorado, certified public accountants, will verify at the time of delivery of the Bonds to the purchaser thereof, the mathematical accuracy of the schedules and demonstrate that the Federal Securities will mature and bear interest in such amounts which, together with uninvested funds, if any, in the Escrow Fund, will be sufficient to pay when due, the principal of and interest on the Refunded Bonds on their respective redemption dates. Such maturing principal of and interest on the Federal Securities will not be available to pay the Bonds.

By the deposit of the Federal Securities and cash, if necessary, with the Escrow Agent pursuant to the Escrow Agreement, the County will have effected the defeasance of the Refunded Bonds in accordance with the requirements of the resolutions authorizing issuance of the Refunded Bonds, and applicable law.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds, other than accrued interest, are set forth in the following table.

SOURCES OF FUNDS

Bond proceeds	\$
Reoffering Premium	
TOTAL SOURCE OF FUNDS	\$

USES OF FUNDS

Deposit to Capital Projects Improvement Fund	\$
Deposit to Refunding Escrow	
Costs of Issuance	
Underwriter's Discount	
Additional Proceeds	
TOTAL USES OF FUNDS	\$

DEBT AND OTHER FINANCIAL OBLIGATIONS

General Obligation Debt

Article IX, Section 13, of the New Mexico Constitution limits the powers of a county to incur general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such county as shown by the last preceding general assessment. A test for maximum general obligation bonds outstanding of the county follows:

2015 Assessed Valuation	\$6,610,847,656
2015 Estimated Actual Valuation ⁽¹⁾	\$20,309,107,932
Bonded Debt ⁽²⁾	
Current Outstanding Debt	\$100,010,000
Series 2016 Bonds	27,815,000
Less Debt Service Fund Balance ⁽³⁾	<u>(4,855,215)</u>
NET DEBT	<u>\$122,969,785</u>
Ratio of Estimated Net Debt to 2015 Assessed Valuation	1.86%
Ratio of Estimated Net Debt to 2015 Estimated Actual Valuation	0.61%
Per Capita Net Bonded Debt:	\$852.95
Estimated Population	144,170

⁽¹⁾ Estimated actual valuation is computed by adding the exemptions to the assessed valuation and multiplying the result by three.

⁽²⁾ Preliminary, subject to change. Does not include refunded bonds.

⁽³⁾ The cash balance in the debt service fund was \$7,729,680 as of May 18, 2016. The amount attributable to principal reduction is 62.8%.

Debt Service Requirements to Maturity

The following represents annual debt service expenses on the County's outstanding general obligation debt.

Year	Present Requirement			Series 2016 Bonds*			Total Requirements*		
	Principal (July 1)	Interest	Total	Principal (July 1)	Interest	Total	Principal (July 1)	Interest	Total
2016	\$7,765,000	\$3,925,563	\$11,690,563	\$	\$ 170,000	\$ 170,000	\$7,765,000	\$4,095,563	\$11,860,563
2017	8,575,000	3,468,675	12,043,675	645,000	603,585	1,248,585	9,220,000	4,072,260	13,292,260
2018	9,240,000	3,160,075	12,400,075	690,000	597,432	1,287,432	9,930,000	3,757,507	13,687,507
2019	5,625,000	2,805,975	8,430,975	3,920,000	578,766	4,498,766	9,545,000	3,384,741	12,929,741
2020	6,015,000	2,571,725	8,586,725	3,945,000	524,377	4,469,377	9,960,000	3,096,102	13,056,102
2021	6,820,000	2,310,475	9,130,475	3,410,000	463,312	3,873,312	10,230,000	2,773,787	13,003,787
2022	7,510,000	2,006,975	9,516,975	3,330,000	410,659	3,740,659	10,840,000	2,417,634	13,257,634
2023	7,475,000	1,665,225	9,140,225	3,250,000	354,142	3,604,142	10,725,000	2,019,367	12,744,367
2024	8,710,000	1,322,725	10,032,725	3,070,000	295,217	3,365,217	11,780,000	1,617,942	13,397,942
2025	10,510,000	944,475	11,454,475	925,000	236,088	1,161,088	11,435,000	1,180,563	12,615,563
2026	13,000,000	660,450	13,660,450	-	196,775	196,775	13,000,000	857,225	13,857,225
2027	4,355,000	267,950	4,622,950	925,000	196,775	1,121,775	5,280,000	464,725	5,744,725
2028	3,410,000	137,300	3,547,300	925,000	157,463	1,082,463	4,335,000	294,763	4,629,763
2029	500,000	35,000	535,000	925,000	118,150	1,043,150	1,425,000	153,150	1,578,150
2030	500,000	17,500	517,500	925,000	78,838	1,003,838	1,425,000	96,338	1,521,338
2031	-	-	-	930,000	39,525	969,525	930,000	39,525	969,525
	\$100,010,000	\$25,300,088	\$125,310,088	\$27,815,000	\$5,021,100	\$32,836,100	\$127,825,000	\$30,321,192	\$158,146,192

* Preliminary, subject to change.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the County payable from property taxes. In addition to outstanding debt of the County, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the County.

Entity	2015 Assessed Valuation	GO Debt Outstanding	Percent Applicable	Amount
State of New Mexico	\$58,791,482,390	\$389,270,000	10.31%	\$40,119,389
Santa Fe County	6,610,847,656	127,825,000	100.00%	127,825,000
City of Santa Fe	3,830,361,250	41,305,000	100.00%	41,305,000
Town of Edgewood	102,589,790	3,550,000	100.00%	3,550,000
City of Española	178,056,025	-	2.69%	-
Española Schools	577,447,892	29,835,000	8.73%	2,606,044
Moriarty Schools	527,438,057	17,985,555	7.98%	1,434,955
Pojoaque Schools	185,763,688	7,795,000	100.00%	7,795,000
Santa Fe Community College	6,059,234,870	23,115,000	100.00%	23,115,000
Santa Fe Schools	6,059,234,870	190,100,000	100.00%	190,100,000
Total Direct and Overlapping Debt				\$437,850,388

Ratio of Estimated Direct & Overlapping Debt to 2015 Assessed Valuation:	6.62%
Ratio of Estimated Direct & Overlapping Debt to 2015 Estimated Actual Valuation:	2.11%
Per Capita Direct & Overlapping Debt:	\$3,037.04

Other Obligations of the County

The table below summarizes all outstanding revenue bonds and other obligations of the County as of December 31, 2015, except as otherwise noted.

Type and Series of Revenue Obligations	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding as of 12/31/15	Pledged Revenues
Santa Fe Studio Loan Guaranty*	\$6,500,000	n/a	4/2037	\$5,901,083	n/a*
Capital Outlay Gross Receipts Tax Revenue Bonds, Series 2010A-B	\$31,410,000	2.00-5.00%	6/1/2030	\$25,985,000	3/32 of one percent gross receipts tax
Capital Outlay Gross Receipts Tax Revenue Bonds, Series 2009	\$12,090,000	2.00-5.00%	6/1/2029	\$9,510,000	3/32 of one percent gross receipts tax
County Gross Receipts Tax Revenue Bonds, Series 2008	\$30,000,000	3.50-5.00%	6/1/2033	\$8,515,000	5/16 of one percent gross receipts tax
Correctional System Revenue Bonds, Series 1997	\$30,000,000	5.00-6.00%	2/1/2027	\$9,510,000	5/16 of one percent gross receipts tax
Gross Receipts Tax Revenue Bonds, Subordinate Series 1997A	\$6,000,000	5.00-6.00%	2/1/2027	\$5,492,900	5/16 of one percent gross receipts tax
New Mexico Finance Authority/Water Trust Board Loan Grant Sharing Agreement with the City of Santa Fe	\$500,000	0.25%**	6/1/2029	\$433,097	Revenue not pledged by ordinance but is paid from ¼ of one percent capital outlay gross receipts tax

* The Loan Guaranty is that certain Pledge of Deposit Account Agreement, dated October 26, 2010, pursuant to which the County pledged an account (the "Lockbox Account") holding \$6,500,000, to Los Alamos National Bank (the "Bank") as security for repayment of a loan (the "Bank Loan") made by the Bank to Santa Fe Film and Media Studios, Inc. and La Luz Holdings, LLC (collectively, the "Studio Developer") in connection with a local economic development act project undertaken by the County, the State, and the Studio Developer pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-14 NMSA 1978, as amended. The Lockbox Account was funded with surplus County revenue in excess of the reserve requirements established by Section 7-20E-11 NMSA 1978 and policy of the State Department of Finance and Administration. Under the Loan Guaranty, the maximum amount that the Bank can draw annually from the Lockbox Account is \$900,000. The County has no obligation to replenish any amounts drawn from the Lockbox Account by the Bank, and does not have the right to utilize the Lockbox funds for other County purposes while the Bank Loan is outstanding. The Studio Developer is obligated to reimburse the County for any amounts drawn from the Lockbox Account, which obligations are secured by a mortgage on the project property. The Studio Developer has made all payments required under the Bank Loan. The Studio Developer, however, did not timely make all payments due under a separate note from the Studio Developer to the County, pursuant to which the County extended to the Studio Developer a \$2,620,000 loan to purchase the real property on which the project is located. On February 12, 2016, the Studio Developer and the County entered into a forbearance agreement, pursuant to which the County agreed to forbear from exercising its rights and remedies under the parties' various agreements until June 13, 2016, when the Studio Developer is required to pay the entire principal balance plus all accrued unpaid interest and late charges under the land purchase note. The Studio Developer timely made all interim payments of interest and property taxes required under the Forbearance Agreement.

** Santa Fe County does not pay interest on the Loan/Grant Sharing Agreement, but pays a 0.25% annual administrative cost on the outstanding balance.

Analysis of Assessed Valuation

Assessed Valuation of property within the County is calculated as follows: Of the total assessed valuation of all taxable property in the County, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2015 Assessed Valuation is \$6,610,847,656. The actual value of personal property within the County (see "Assessments" below) is determined by the County Assessor. The actual value of certain corporate property within the County (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division. The analysis of Assessed Valuation follows:

	2011	2012	2013	2014	2015
Assessments					
Value of Land	\$2,242,489,365	\$2,202,382,329	\$2,179,391,621	\$2,214,329,809	\$2,242,151,343
Improvements	4,586,323,106	4,615,982,628	4,624,028,218	4,244,058,320	4,305,944,881
Personal Property	65,211,083	62,480,943	63,434,470	59,422,089	58,817,507
Mobile Homes	35,730,283	33,738,479	31,148,062	25,038,114	25,603,035
Livestock	1,296,820	1,569,237	1,686,888	1,356,690	1,747,281
Assessors Total Taxable Value	\$6,931,050,657	\$6,916,153,616	\$6,899,689,259	\$6,544,205,022	\$6,634,264,047
Less Exemptions					
Head of Family	\$ 36,764,169	\$ 38,692,370	\$ 40,024,500	\$ 41,202,720	\$ 42,631,183
Veterans	54,009,491	58,369,621	60,332,905	60,100,559	62,078,877
Other	42,801,476	42,342,346	41,514,375	47,750,621	54,144,928
Total Exemptions	\$133,575,136	\$139,404,337	\$141,871,780	\$149,053,900	\$158,854,988
Assessors Net Taxable Value	\$6,797,475,521	\$6,776,749,279	\$6,757,817,479	\$6,395,151,122	\$6,475,409,059
Centrally Assessed	119,334,897	119,745,937	120,107,484	127,536,772	135,438,599
Total Assessed Valuation	\$6,916,810,418	\$6,896,495,216	\$6,877,924,963	\$6,522,687,894	\$6,610,847,656

Source: Santa Fe County Assessor's Office.

History of Assessed Valuation

In 2011 the County Assessor hired an outside consultant firm to assist in a 3-year detailed revaluation of all taxable parcels of real property within County for the purpose of bringing such parcels to current and correct values. The revaluation resulted in the identification of both new parcels and new construction which had not previously been included on the tax rolls, which increased valuation has been offset by significant declines in existing property values stemming from the housing crisis that impacted much of the United States and for which prior year assessed values had not accounted. As reflected in the following table, the revaluation resulted in a total reduction in assessed value by approximately 5.69% for tax year 2014.

Tax Year	City of Santa Fe	Santa Fe County
2011	\$3,705,370,595	\$6,916,810,418
2012	3,710,979,288	6,896,495,216
2013	3,723,985,725	6,877,924,963
2014	3,721,987,667	6,522,687,894
2015	3,830,361,250	6,610,847,656

Source: Santa Fe County Assessor's Office.

The total assessed value growth for 2015 was approximately 1.35%.

Tax Rates

Article VIII, Section 2, of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the County to \$20.00 per \$1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the County voting on the question. The following table summarizes the tax situation on residential property located within the County for 2015 and the previous four years. Except as required to meet debt service on general obligation bonds and as a result of application of the yield control statute, Section 7-37-7.1 NMSA 1978, the County expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. See "DEBT AND OTHER FINANCIAL OBLIGATIONS – Yield Control Limitation" herein. A high level of taxation may adversely impact the County's ability to repay bonds.

RESIDENTIAL TAX RATES – Per \$1,000 Assessed Valuation – Tax Years

Within 20 Mill Limit for General Purposes					
	2015	2014	2013	2012	2011
State of New Mexico	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
Santa Fe County	6.065	5.911	5.219	5.022	4.891
City of Santa Fe	1.327	1.308	1.206	1.165	1.135
Santa Fe Schools	0.156	0.152	0.133	0.128	0.125
Total	\$7.548	\$7.371	\$6.558	\$6.315	\$6.151
Over 20 Mill Limit – Interest, Principal, Judgment, etc.					
	2015	2014	2013	2012	2011
State of New Mexico	\$ 1.360	\$ 1.360	\$ 1.360	\$ 1.360	\$ 1.362
Santa Fe County	1.974	1.731	1.641	1.640	1.851
Santa Fe Community College	3.776	3.625	3.386	3.292	3.314
City of Santa Fe	1.045	0.843	0.876	0.564	0.743
Santa Fe Schools	8.416	8.433	6.916	6.920	6.995
Total	\$16.571	\$15.992	\$14.179	\$13.776	\$14.265
Total Levy					
	2015	2014	2013	2012	2011
State of New Mexico	\$1.360	\$1.360	\$1.360	\$1.360	\$1.362
Santa Fe County	8.039	7.642	6.860	6.662	6.742
Santa Fe Community College	3.776	3.625	3.386	3.292	3.314
City of Santa Fe	2.372	2.151	2.082	1.729	1.878
Santa Fe Schools	8.572	8.585	7.049	7.048	7.120
Total Residential in City of Santa Fe	\$24.119	\$23.363	\$20.737	\$20.091	\$20.416
Total Non-Residential in City of Santa Fe	\$31.737	\$31.447	\$29.890	\$29.581	\$30.123
Total Residential in Unincorporated County	\$21.747	\$21.212	\$18.655	\$18.362	\$18.538
Total Non-Residential in Unincorporated County	\$27.983	\$27.804	\$26.197	\$26.200	\$26.563

Source: New Mexico Department of Finance and Administration.

Major Taxpayers

The ten largest taxpayers in Santa Fe County have a combined valuation of \$158,023,803, representing 2.39% of the total assessed valuation within the County.

Name	Type of Business	2015 Assessed Valuation	% of Assessed Valuation
Public Service Company of NM	Electric Utility	\$52,079,673	0.79%
Mid-America Pipeline Co	Pipeline	15,807,791	0.24%
Truzaf Limited Partnership	Real Estate	15,025,053	0.23%
New Mexico Gas Company	Gas Utility	14,851,057	0.22%
Qwest Corporation	Telecommunications	14,716,666	0.22%
Guadalupe Hotel Investment LLC	Hotel	10,881,800	0.16%
BNSF	Railroad	10,646,738	0.16%
C & Z LLC	Real Estate	9,642,081	0.15%
Rancho Encantado LLC	Real Estate	9,014,190	0.14%
Comcast	Cable	5,358,754	0.08%
Total		\$158,023,803	2.39%

Source: Santa Fe County Assessor's Office; as of December 2015.

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by Statute, divided by such prior property tax year's total taxable property value; but if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero is used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

A 1998 amendment to the State Constitution allows the State Legislature to enact legislation providing for the assessment of residential properties at levels different than the current estimated market value of a home on the basis of age, income, or home ownership. Section 7-36-21.2 NMSA 1978, as amended, limits increases in the value of residential property for taxation purposes beginning with Tax Year 2001 (the "Statutory Valuation Cap"). The statute provides that, with respect to properties within a county assessing properties in the aggregate at or greater than 85% of their market value, a property's new valuation shall not exceed 103% of the previous year's valuation or 106.1% of the valuation two years prior to the tax year in which the property is being valued. This does not apply to residential properties in

their first year of valuation, physical improvements made to the property or instances where the owner or the zoning of the property has changed in the year prior to the tax year for which the value of the property is being determined.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Other amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the County in order to pay the principal of and interest on general obligation bonds issued by the County, including the Bonds.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes for all units of government are collected by the county treasurer and distributed monthly to the State and various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. Collection statistics for all political subdivisions for which each county treasurer collects taxes are presented here:

Property Tax Collections for Santa Fe County

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Tax Collections ⁽¹⁾	Current Collections as a % of Net Levied	Current/ Delinquent Tax Collections ⁽²⁾	Current/ Delinquent Collections as a % of Net Levied ⁽²⁾
2014	14/15	\$159,131,951	\$152,201,398	95.64%	\$152,201,398	95.64%
2013	13/14	150,684,994	143,534,371	95.25%	147,939,877	98.18%
2012	12/13	148,116,681	140,793,416	95.06%	146,698,935	99.04%
2011	11/12	150,685,186	142,374,476	94.48%	149,628,115	99.30%
2010	10/11	148,919,734	140,663,676	94.46%	148,477,170	99.70%
2009	09/10	142,298,704	132,269,257	92.95%	141,972,740	99.77%
2008	08/09	133,476,019	124,332,592	93.15%	133,262,250	99.84%
2007	07/08	121,777,496	114,182,071	93.76%	121,095,129	99.44%
2006	06/07	105,207,519	99,380,102	94.46%	104,935,156	99.74%
2005	05/06	100,907,356	95,003,813	94.15%	100,827,436	99.92%

Source: Santa Fe County Treasurer's Office.

⁽¹⁾ As of June 30 each year.

⁽²⁾ As of June 2015.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49 NMSA 1978, if property taxes are not paid for any reason within thirty days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth day after they are due until the date they are paid. Interest accrues at the rate of one percent (1%) per month or any fraction of a month.

Penalty for Delinquent Taxes

Pursuant to Section 7-38-50 NMSA 1978, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is \$5.00. A county can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of an intent to defraud by the property owner, 50% of the property taxes due or \$50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCES OF THE COUNTY

Budget Process

The County's budget is based on a fiscal year beginning July 1 and ending June 30 of the following year. The County Administration is responsible for preparing the budget. Prior to June 1, the Board is required to submit a working draft of the budget to the Local Government Division of the State Department of Finance and Administration (the "Finance Department") for its approval. By July 1 of the new fiscal year, the Finance Department approves and certifies to the County an operating budget for use pending approval of the final budget. Prior to August 1, the County submits a final budget to the Finance

Department for approval. Prior to the first Monday in September, the Finance Department must certify the final budget with whatever adjustments it deems necessary to comply with State statutes. Approval of the Finance Department is required for all budget increases, cash transfers between funds, and budget transfers between departments or between funds. If adequate fund balances are available from the prior year, the County budgets expenditures in excess revenues. The County was awarded the National Government Finance Officers' Association award for its Fiscal Years 2012, 2013, 2014 and 2016 budget presentations.

Financial Statement

The following Statement of Revenues, Expenditures and Changes in Fund Balances has been included herein for informational purposes only. Figures were taken from the audit reports prepared by the County's independent auditors. Audited figures are excerpts of the audit reports and do not purport to be complete. Reference is made to the complete audit reports which are available upon request. The County has not requested the consent of Axiom Public Accountants and Business Advisors LLC, which performed the audit of the County's Financial Statements for the fiscal year ended June 30, 2015, to the inclusion of the fiscal year 2015 audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those Financial Statements.

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances Fiscal Years Ended June 30, 2011 through 2015

	2011	2012	2013	2014	2015
REVENUES					
Property taxes	\$28,795,228	\$28,008,593	\$45,631,432	\$48,196,257	\$49,591,262
Gross receipts taxes	7,609,719	7,882,901	8,291,976	8,572,788	7,965,027
Other taxes & assessments	1,163,118	1,303,214	992,488	1,262,783	1,208,574
Licenses, permits & fees	849,815	503,423	587,595	703,243	704,766
Charges for services	1,469,573	1,938,303	1,923,265	1,849,949	1,643,483
Fines & forfeitures	1,700	1,705	1,518	660	300
Interest earnings	1,676,623	1,608,197	1,886,843	1,576,111	1,754,926
Grants (federal and state)	822,707	862,173	939,382	477,289	134,429
Other	44,151	301,856	224,575	845,126	184,856
Intergovernmental	839,755	741,488	682,763	668,483	698,926
Total Revenues	43,272,389	43,151,853	61,161,837	64,152,689	63,886,549
EXPENDITURES					
Current					
General government	20,004,737	18,558,010	20,404,024	21,102,917	23,262,055
Public safety	-	-	395,226	212,281	34,395
Culture & recreation	791,099	931,569	1,102,763	910,187	1,011,500
Public works	3,516,403	4,287,209	5,227,894	5,693,737	5,084,907
Highways & streets	1,312,385	555,547	166,315	-	-
Health & welfare	1,729,510	2,207,956	1,984,886	1,804,825	1,772,798
Housing	--	47,256	54,114	173,059	147,686
Capital Improvements	328,209	1,841,533	1,943,334	916,729	501,217
Total expenditures	27,682,343	28,429,080	31,278,556	30,813,735	31,814,558
Excess (deficiency) of revenues over expenditures	15,590,046	14,722,773	29,883,281	33,338,954	32,071,991
Other financing sources (uses):					
Transfers from other funds	1,485,001	2,376,100	341,490	640,520	658,000
Transfers to other funds	(3,070,953)	(3,706,891)	(32,290,271)	(30,512,822)	(30,970,649)
Net other financing sources (uses)	(1,583,952)	(1,330,791)	(31,948,781)	(29,872,302)	(30,312,649)
Net Change in Fund Balance	14,004,094	13,391,982	(2,065,500)	3,466,652	1,759,342
Restatement	-	-	(96,353)	-	-
Fund balance beginning of year	44,206,312	58,210,406	71,602,388	69,440,535	72,907,187
Fund balance, end of year	\$58,210,406	\$71,602,388	\$69,440,535	\$72,907,187	\$74,666,529

The audited figures for fiscal years ended June 30, 2015, 2014, 2013, 2012 and 2011 were taken from audit reports prepared by the County's independent auditors and are presented for informational purposes only. Reference is made to the complete audit reports, which are available upon request.

General Fund - Balance Sheet, Fiscal Years Ended June 30, 2011 through 2015

	2011	2012	2013	2014	2015
ASSETS					
Cash and investments	\$48,239,210	\$55,378,765	\$54,372,546	\$62,719,467	\$64,883,357
Cash and investments - restricted	8,315,290	8,315,290	6,500,000	8,099,490	7,873,099
Receivables	448,388	819,060	626,366	587,429	543,843
Taxes receivable	7,375,838	7,494,690	7,243,583	6,950,608	6,854,870
Prepays & other	-	-	48,450	122,035	130,298
Due from other funds	720,492	6,395,766	8,491,887	1,345,930	1,475,458
Total assets	\$65,099,218	\$78,403,571	\$77,282,832	\$79,824,959	\$81,760,925
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 981,820	\$ 1,084,000	\$ 1,128,867	\$ 907,243	\$ 1,089,211
Accrued payroll (wages & benefits)	588,905	649,361	679,394	828,959	955,737
Due to other funds	-	-	-	6,062	6,062
Deferred revenue	5,197,983	4,911,836	5,868,456	5,033,410	4,844,498
Deposits held for others	93,890	131,477	142,589	119,671	192,423
Other current liabilities	26,214	24,509	22,991	22,427	6,465
Total Liabilities	6,888,812	6,801,183	7,842,297	6,917,772	7,094,396
FUND BALANCE					
Nonspendable	-	-	48,450	112,035	130,298
Restricted	16,660,890	27,022,089	30,269,798	28,659,177	21,136,967
Committed	14,000,000	21,000,000	33,800,000	37,800,000	20,468,186
Assigned	-	-	-	-	26,834,420
Unassigned	27,549,516	23,580,299	5,322,287	6,325,975	6,096,658
Total fund balances	58,210,406	71,602,388	69,440,535	72,907,187	74,666,529
Total liabilities and fund balances	\$65,099,218	\$78,403,571	\$77,282,832	\$79,824,959	\$81,760,925

THE COUNTY

General

Santa Fe County (pop. 144,170, estimated 2015) is located in north central New Mexico and occupies a land area of 1,909 square miles. The City of Santa Fe, which is the state capital and a popular tourist community, is located within the County. Also located in the County are a variety of Native American Pueblos, agricultural villages, bedroom communities and ranching communities, spread over terrain that includes river valleys and mountain ranges. Forty percent of the land within the County is comprised of federal land (Native American, National Forest and Bureau of Land Management). The County offers year-round tourism possibilities, with a dry climate, national parks and forests, and historic landmarks as the principal attractions.

The economy of the County is based upon government and related activities, retail trade, tourism, arts and entertainment, and recreation.

Board of County Commissioners

The Board of County Commissioners consists of five individuals elected for four-year terms. The County is divided into five districts, each represented by an elected Commissioner. The function of the County is briefly addressed in the grant of powers provided all New Mexico counties pursuant to Section 4-37-1 NMSA 1978. The function is "to provide for the safety, preserve the health, promote the

prosperity and improve the morals, order, comfort and convenience of the county or its inhabitants." The Board oversees:

1. the assessment, collection and distribution of *ad valorem* taxes by an elected Assessor and Treasurer;
2. law enforcement by an elected Sheriff;
3. recording and filing by an elected County Clerk;
4. fire protection and ambulance service by County and Volunteer Fire Departments;
5. road construction and maintenance by the Public Works Department;
6. managerial and administrative services by an appointed County Manager; and
7. planning, health, welfare, recreation and cultural affairs by County staff and appointed citizen advisory boards.

The members of the Board of County Commissioners and their respective terms are as follows:

Member	Position	Term Expires
Miguel M. Chavez	Chair	12/31/16
Henry Roybal	Vice-Chair	12/31/18
Robert A. Anaya	Commissioner	12/31/18
Kathy Holian	Commissioner	12/31/16
Liz Stefanics	Commissioner	12/31/16

The current members of the County Administration are as follows:

Katherine Miller has served as the County Manager since September, 2010. From 2006 through August 2010, Ms. Miller was the Secretary of the Department of Finance and Administration under Governor Bill Richardson. She had previously served as director of the Mortgage Finance Authority as well as Deputy Chief of Staff of Policy and Projects under Governor Richardson. Ms. Miller has extensive experience in local, state and federal government finance and policy and has worked in the private sector managing finance programs and government contracts. Ms. Miller has a bachelor's degree in business from Wright State University in Dayton, Ohio. She previously worked as Santa Fe County's procurement manager from 1997 to 1999 and as finance director from 1999 to 2003.

Patrick Varela has served as County Treasurer since January 1, 2013. Mr. Varela is a fifth generation Santa Fean, who has worked in both the private sector and government. Mr. Varela received his Bachelor's Degree in Business Administration from Colorado Technical University and is a member of Sigma Beta Delta honors society in Business.

Carole Jaramillo began her service with Santa Fe County in April of 2007 as an accountant. Since that time, Ms. Jaramillo has served as the payroll supervisor, then the budget administrator for six years before being named Finance Director in 2015. Prior to her experience at the County, Ms. Jaramillo spent her career in the not-for-profit sector serving various entities in financial capacities of accountant, assistant controller and finance director. Ms. Jaramillo studied Business Administration at George Mason University in Fairfax, Virginia and is an alumna of the Leadership New Mexico Local Government Leadership Program, serving on that program's curriculum committee.

Gregory S. Shaffer has served as County Attorney since May 5, 2014. Prior to moving to Santa Fe in 2004, he practiced in the field of complex commercial litigation in New York City, primarily with a

national law firm. He began his career in public service when he moved to Santa Fe, working as an Assistant Santa Fe County Attorney for approximately two years and three months before working for the State of New Mexico for approximately seven years and nine months, primarily with the New Mexico Department of Finance and Administration ("DFA"). From November, 2010, to May, 2014, he was DFA's General Counsel. Mr. Shaffer is a 1997 graduate of the New York University ("NYU") School of Law, where he was a member of the editorial staff of NYU's Law Review.

Retirement Plan; Other Post-Employment Benefits

Public Employees Retirement Association

The County participates in a pension plan organized on a statewide basis and operated by the State of New Mexico. The Public Employees' Retirement Association of New Mexico ("PERA"), established by Section 10-11-1 *et seq.* NMSA 1978, as amended, requires contributions to its plan (the "Plan"), computed as a percentage of salary, from both employee and employer for all full-time employees. The majority of State and municipal employees in New Mexico participate in the Plan. As required by State law, the County contributes to the plan amounts which vary from 9.15% to 21.25% of eligible employees' salaries. The County's contractual obligation under the Plan is limited to the periodic employer contributions that it is required to make for its participating employees. The contribution requirements of the plan members and the County are established in State statute under Chapter 10, Article 11, NMSA 1978. The requirements may be amended by acts of the legislature. The County's contributions to PERA for the fiscal years ended June 30, 2015, 2014 and 2013 were approximately \$8.7M, \$8.3M and \$7.5M, respectively, which were equal to the amount of the contributions due for each year.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires governmental participants in cost-sharing multi-employer plans, such as the County, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 became effective for fiscal years beginning after June 15, 2014. As reported in the County's fiscal year 2015 audited financial statements, the County's proportionate share of PERA's net pension liability was \$49,724,000 at June 30, 2015, or 1.5%. These amounts were reported in the County's audited financial statements for Fiscal Year 2015 along with other information required by GASB Statement No. 68.

PERA issues a publicly available financial report that includes financial statements and additional information. A copy of this report can be obtained from PERA at www.nmpera.org/financial-overview.

Actuarial information is shown below:

**State of New Mexico Public Employees Retirement Fund
Summary Information as of June 30, 2015**

Membership ¹	96,479
Actuarial Information	
Actuarial Accrued Liability ²	\$18,786,486,550
Actuarial Value of Assets ³	\$14,074,919,042
Unfunded Actuarial Accrued Liability	\$4,711,567,508
Funded Ratio	74.9%

Source: Public Employees Retirement Association

¹ Includes active, inactive and retired members of both the state and municipal divisions.

² Includes accrued liability of both the retired and active members.

³ The valuation of assets is based on an actuarial value of assets whereby gains and losses relative to a 7.75% annual return are smoothed in over a four-year period.

In Fiscal Year 2013, PERA reported an Unfunded Actuarial Accrued Liability ("UAAL") of \$4.6 billion, approximately \$1.6 billion less than the previous fiscal year. The decline in the UAAL was the result of comprehensive pension reform legislation proposed by the PERA Board and enacted by the State Legislature during the 2013 legislative session. Senate Bill 27 significantly amended the Public Employees' Retirement Act by creating a new tier of reduced benefits for new hires. The law reduces the cost of living adjustments for all current and future retirees; delays the application of cost of living adjustments for certain future retirees; suspends the cost of living adjustments for certain return-to-work retirees; provides for an increase in the statutory employee contribution rate of 1.5% (subject to certain requirements) for employees earning \$20,000 or more in annual salary; provides for an increase in the statutory employer contribution of 0.4% beginning in Fiscal year 2015; increases age and service requirements; lengthens the base average salary calculation amount from three to five years for future employees; increases the vesting period for employees from five to eight years for most members; lowers the annual service credit by 0.5% for most members; and makes several other clarifying and technical changes. Also as a result of the passage of pension reform legislation, PERA's 30 year projected funded ratio increased from 29% to 108.8%. PERA saw a further \$300 million decline in the UAAL, and increase in the 30-year projected funded ratio to 133% at the end of Fiscal Year 2014. The improvement in Fiscal Year 2014 was due largely to excess investment returns. PERA's Fiscal Year 2014 return was 17.03%, higher than the 7.75% return assumption.

In Fiscal Year 2015, PERA reported an audited Net Pension Liability ("NPL") of \$4.26 billion, using methods and assumptions required under GASB Statement No. 67, the reporting standard applicable to pension plans. PERA annually prepares a "Schedule of Employer Allocations and Pension Amounts" that provides employer participants the information they need to comply with GASB Statement No. 68, including each employer's proportionate share of the NPL. This Schedule is audited by PERA's independent auditors and is reviewed by the New Mexico State Auditor.

New Mexico Retiree Health Care Authority

The County contributes to the State-sponsored New Mexico Retiree Health Care Fund, a cost-sharing multiple employer defined benefit postemployment healthcare plan administered by the Retiree Health Care Authority ("NMRHCA"). The NMRHCA administers the New Mexico Retiree Health Care Act, Sections 10-7C-1 through 10-7C-19 NMSA 1978, for the purpose of providing comprehensive group health insurance coverage for persons who have retired from certain public service in the State and eligible dependents. The RHCA plan is financed on a pay-as-you-go basis. The employer, employee and

retiree contributions are required to be remitted to the RHCA on a monthly basis. The Retiree Health Care Act establishes the required contributions of participating employers. For employees who were members of an enhanced retirement plan during fiscal year 2015, the statute required each participating employer to contribute 2.50% of each participating employee's annual salary, and each participating employee to contribute 1.25% of their salary. For employees that were not members of an enhanced retirement plan during fiscal year 2015, the statute required each participating employer to contribute 2.0% of each participating employee's annual salary, and each participating employee to contribute 1.0% of their salary. The County's contributions to the NMRHCA for the years ended June 30, 2015, 2014 and 2013 were \$799,879, \$780,883 and \$733,493, respectively, which equal the required contributions for each of those years.

County Insurance Coverage

The County maintains insurance on its assets and operations as is customary and adequate, in its opinion, for similar entities insuring similar operations and assets. The County carries workers compensation, general liability, auto damage, errors and omissions coverage, emergency medical and law enforcement liability primarily with the New Mexico County Insurance Authority Workers' Compensation Pool and Multi-Line Pool, and accident coverage for volunteer fire fighters through a private carrier. There can be no assurance, however, that the County will continue to maintain the present level of coverage or that the insurance maintained will be sufficient.

THE ECONOMY

General

Santa Fe County is located in the north-central part of New Mexico in the Rio Grande corridor. The area's economy is based primarily on government and related activities, retail trade, tourism, arts and entertainment, and recreation.

State Government

The State Government is one of the largest employers in the County, employing approximately 8,968. Government offices, including the Office of the Governor and the State Legislature, occupy the State Capitol Building, known as the Roundhouse. The majority of major state offices and agencies, including the Office of the Treasurer, Office of the Attorney General, Office of the State Engineer, and the Departments of Finance and Administration, Health, Environment, Transportation, Energy, Minerals and Natural Resources, General Services, Corrections, Public Education and Higher Education, are located in the City of Santa Fe.

Education

Santa Fe Public Schools

The Santa Fe Public School District is a political subdivision of the State organized for the purpose of operating and maintaining an education program for school-age children residing within its boundaries. Currently the District operates and maintains a variety of facilities in meeting its obligation to provide an educational program within its boundaries that cover 1,016 square miles with an estimated population of 125,000. The District is the 5th largest school district in the State with a 2015-2016 enrollment of 13,489 students. The District operates 31 school sites, including 21 elementary schools, 6 middle schools, 3 high schools, and 1 international magnet school. These schools include 5 community

schools, 4 charter schools, 1 academy and 1 early childhood center. The District's educational program includes vocational, technical and occupational training.

Santa Fe Community College

Santa Fe Community College is a co-educational community college offering 2-year Associate of Arts, Associate of Science, and Associate of Applied Science degrees. The Community College occupies 366 acres within the County of Santa Fe, with a faculty of approximately 425 (full and part-time), serving approximately 6,500 students (credit enrollment).

St. John's College

St. John's College is a private, co-educational 4-year liberal arts college. The College's undergraduate program is an all-required course of study based on the classic works of western civilization. The College has an enrollment of approximately 475 students, with a faculty-student ratio of 1:8. The College offers a graduate degree program leading to a Master of Arts in Liberal Arts degree.

Santa Fe University of Art and Design

Formerly known as the College of Santa Fe, the Santa Fe University of Art and Design is a private, co-educational 4-year liberal arts college. The University offers Bachelor of Arts degrees in contemporary music, creative writing and literature, moving image arts, performing arts, photography and studio arts; Bachelor of Fine Arts degrees in graphic design, performing arts, photography and studio arts; and Master degrees in arts in education. The University is operated by Laureate International Universities and leases the campus from the City of Santa Fe.

New Mexico School for the Deaf

The New Mexico School for the Deaf is a state institution serving New Mexico children with permanent hearing loss from birth through age 22. The School provides a rigorous academic program that focuses on language and literacy development and critical thinking skills. The School's curriculum conforms to New Mexico state standards and benchmarks. The School's 30-acre campus is located in the City of Santa Fe and provides housing for up to 96 residential students.

Trade

The County's major retail products include furniture, jewelry, publishing, technology transfer, clothing, and accessories. Approximately 12.38 percent of the County's workforce was employed in the retail trade sector as of the end of the third quarter of 2015.

Tourism

The tourism industry plays a significant role in the County economy due, in part, to the historic City of Santa Fe and its proximity to national parks and monuments, state parks and recreation areas, and numerous museums and cultural facilities.

Indian Arts and Crafts

Indian arts and crafts, both production and marketing, have always played a significant role in the County's economy where large amounts of turquoise and silver jewelry are crafted. Numerous shops and

galleries in Santa Fe make the City a center in the Southwest for original Native American art and southwest arts and crafts.

Health

The County is served by Christus St. Vincent Regional Medical Center, a 501(c)(3) organization. The Medical Center serves a 7-county region and is the largest hospital facility north of Albuquerque and south of Pueblo, Colorado. The Medical Center is the only Level III Trauma Center in northern New Mexico. The Center maintains 268 licensed beds, 380 staff physicians representing 34 medical specialties, and treats over 52,000 emergency/fast track patients annually and more than 5,500 outpatient surgery patients annually.

ECONOMIC AND DEMOGRAPHIC STATISTICS

This section contains general information concerning the economic and demographic conditions in and surrounding the County. The information presented was obtained from the sources indicated, and the County makes no representation as to the accuracy or completeness of the data presented. All data in this subsection is presented on a calendar year basis.

Population

The following chart sets forth historical population data for the City of Santa Fe, Santa Fe Metropolitan Statistical Area ("MSA"), and the State.

Census Year	City of Santa Fe	Santa Fe MSA	State of New Mexico
1940	20,325	30,826	531,818
1950	27,998	38,153	681,187
1960	33,394	44,970	951,023
1970	41,167	53,756	1,017,055
1980	49,160	75,360	1,303,303
1990	57,605	98,928	1,515,069
2000	62,203	129,292	1,819,046
2010	67,947	144,170	2,065,826
2020*	n/a	164,006	2,351,724
2030*	n/a	178,124	2,613,332

Source: U.S. Department of Commerce, Bureau of the Census.

* Projected.

Age Distribution

The following table sets forth the age distribution profile for the Santa Fe MSA, the State and the United States.

Percentage of Population

<u>Age Group</u>	<u>Santa Fe MSA</u>	<u>New Mexico</u>	<u>United States</u>
0 - 17	19.6%	24.2%	23.0%
18 - 24	7.8%	9.9%	9.8%
25 - 34	11.1%	13.3%	13.4%
35 - 44	11.8%	11.8%	12.6%
45 - 54	13.2%	12.2%	13.3%
55 and Older	36.6%	28.6%	27.9%

Source: The Nielsen Company, 2016.

Employment

The following table provides a ten-year history of employment in the County, the State and the United States.

<u>Year</u>	<u>Santa Fe County</u>		<u>State of New Mexico</u>		<u>United States</u>
	<u>Labor Force</u>	<u>Percent Unemployed</u>	<u>Labor Force</u>	<u>Percent Unemployed</u>	<u>Percent Unemployed</u>
2015	71,658	5.4%	919,889	6.6%	5.3%
2014	71,510	5.4%	921,380	6.7%	6.2%
2013	72,701	5.6%	923,685	7.0%	7.4%
2012	73,313	5.8%	928,739	7.1%	8.1%
2011	73,231	6.3%	930,356	7.5%	8.9%
2010	74,006	6.8%	936,088	8.1%	9.6%
2009	76,501	6.6%	940,352	7.5%	9.3%
2008	78,172	3.8%	944,548	4.5%	5.8%
2007	78,018	3.0%	934,027	3.8%	4.6%
2006	77,340	3.4%	928,094	4.2%	4.6%

Source: New Mexico Department of Workforce Solutions.

Major Employers

Some of the largest employers in the Santa Fe MSA are set forth below. No independent investigation into their affairs has been made and consequently there can be no representation as to the stability or financial condition of the companies listed hereafter, or the likelihood that such companies will maintain their status as major employers in the area.

Employer	Business Type	Number of Employees
State of New Mexico	Government	23,601
Los Alamos National Laboratory	Government	10,199
Christus St. Vincent Hospital	Health Care	2,021
Santa Fe Public School District	Education	2,000
City of Santa Fe	Government	1,500
Santa Fe Community College	Education	861
Santa Fe County	Government	900
Peters Corporation	Real Estate	730
Buffalo Thunder	Casino	700
Santa Fe Opera	Fine Arts	630
Total		43,142

Source: Santa Fe Chamber of Commerce, 2014.

Wage and Salary Employment

The New Mexico Department of Workforce Solutions publishes quarterly and annual reports of covered employment and wages according to the North American Industry Classification System (NAICS).

Sector	2011	2012	2013	2014	2015 ⁽¹⁾
Grand Total	60,477	60,249	60,681	60,426	61,408
Total Private	43,072	43,312	43,774	43,496	44,995
Agriculture, Forestry, Fishing & Hunting	142	156	157	172	160
Mining	92	99	86	102	154
Utilities	256	252	247	254	270
Construction	3,060	3,008	3,146	2,927	3,019
Manufacturing	784	787	839	849	857
Wholesale Trade	972	913	947	921	996
Retail Trade	8,630	8,965	9,016	8,883	8,868
Transportation & Warehousing	817	912	934	981	974
Information	1,078	959	1,054	999	1,009
Finance & Insurance	1,735	1,776	1,781	1,649	1,572
Real Estate & Rental & Leasing	813	802	866	881	868
Professional & Technical Services	2,652	2,558	2,475	2,429	2,465
Management of Companies & Enterprises	238	192	194	182	233
Administrative & Waste Services	2,143	1,986	2,073	2,002	2,050
Educational Services	4,787	4,643	4,597	4,664	5,117
Health Care & Social Assistance	9,370	9,335	9,113	9,203	9,539
Arts, Entertainment & Recreation	2,151	2,189	2,363	2,365	2,279
Accommodation & Food Services	8,251	8,426	8,474	8,532	8,920
Other Services, Ex. Public Administration	2,480	2,527	2,531	2,572	2,620
Total Government	17,405	16,938	16,907	16,930	16,413
Federal	1,027	980	958	945	949
State	9,179	8,747	8,782	8,903	8,243
Local	7,199	7,211	7,167	7,082	7,221

Source: New Mexico Department of Workforce Solutions.

⁽¹⁾ Average, Fourth Quarter 2015.

The following table reflects median household Effective Buying Income ("EBI") and the percent of households by EBI groups as reported by The Nielsen Company. EBI is personal income less personal tax and non-tax payments. Personal income includes wages and salaries, other labor income, proprietors'

income, rental income, dividends, personal interest income and transfer payments. Deductions are made for federal, state and local taxes, non-tax payments such as fines and penalties, and personal contributions for social security insurance.

Effective Buying Income Group	Santa Fe MSA	New Mexico	United States
Under \$25,000	24.8%	29.2%	23.7%
\$25,000 - \$34,999	9.7%	12.8%	10.0%
\$35,000 - \$49,999	12.4%	11.2%	13.4%
\$50,000 - \$74,999	18.9%	13.9%	17.6%
\$75,000 and over	34.3%	33.0%	36.3%
2012 Est. Median Household Income	\$51,780	\$41,958	\$49,581
2013 Est. Median Household Income	\$42,553	\$43,273	\$49,297
2014 Est. Median Household Income	\$48,526	\$44,292	\$51,579
2015 Est. Median Household Income	\$51,473	\$45,633	\$53,706
2016 Est. Median Household Income	\$54,229	\$45,445	\$55,551

Source: The Nielson Company, 2016.

Gross Receipts

The following table shows the total reported gross receipts and total reported retail gross receipts generated in Santa Fe County and the State of New Mexico for the past ten years. For the purposes of these tables, gross receipts means the total amount of money received from selling goods and services in the State of New Mexico, from leasing property employed in the State, and from performing services in the State. Gross receipts includes, among other things, food sales and services such as legal and medical services.

Fiscal Year Ended June 30	Santa Fe County		State of New Mexico	
	Retail Trade	Total	Retail Trade	Total
2015	\$2,094,971,348	\$6,114,642,349	\$24,843,218,177	\$110,735,397,778
2014	2,139,843,626	6,071,042,366	24,395,913,091	108,731,199,315
2013	1,877,184,450	5,884,347,249	23,873,876,703	107,473,847,912
2012	1,867,655,937	5,911,392,010	23,914,774,353	105,352,789,050
2011	1,820,314,405	6,288,950,634	23,499,892,737	104,209,078,834
2010	1,793,531,294	6,169,747,633	23,916,971,360	95,632,434,973
2009	2,045,956,648	6,593,215,020	23,812,635,284	105,449,821,075
2008	2,184,056,446	7,201,235,320	25,711,762,198	111,658,328,633
2007	2,131,815,854	6,820,901,645	26,012,239,571	104,559,300,501
2006	2,050,261,047	6,446,608,971	24,014,746,059	95,134,945,014

Source: New Mexico Taxation and Revenue Department.

Services Available to County Residents

The County provides its residents with police and fire protection. Water service and sanitary sewer service are provided in certain unincorporated areas of the County, while other areas are served by private or community water systems. Electricity is supplied and distributed by Public Service Company of New Mexico. Telephone service is provided by CenturyLink. The County operates a solid waste collection and disposal system.

TAX EXEMPTION

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, under existing laws, regulations rulings and judicial decisions, and assuming compliance with covenants described herein, interest on the Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax for individuals or corporations. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on obligations, such as the Bonds. The County has made various representations and warranties with respect to, and has covenanted in the Resolution and other documents, instruments and certificates to comply with certain guidelines designed to assure that interest on the Bonds will not become includible in gross income. Failure to comply with these covenants or the inaccuracy of these representations and warranties may result in interest on the Bonds being included in gross income from the date of the issue of the Bonds. The opinion of Bond Counsel assumes compliance with the covenants and the accuracy of such representations and warranties.

Although Bond Counsel will render an opinion that interest on the Bonds is not a specific preference item for purposes of the alternative minimum tax provisions contained in the Code, interest on the Bonds will be included in the adjusted current earnings of certain corporations, and such corporation's adjusted current earnings over its alternative minimum taxable income (determined without regard to this adjustment and prior to reduction for certain net operating losses).

Although Bond Counsel will render an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations are advised to consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

The opinions to be rendered by Bond Counsel will be based upon existing legislation as of the date of issuance and delivery of the Bonds, and Bond Counsel will express no opinion as of any date subsequent thereto or with respect to any pending legislation.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Each purchaser of the Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

Original Issue Premium

The Bonds have been sold to the initial purchaser of the Bonds at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Bond through reductions in the holders' tax basis in the Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the Bond rather than creating a deductible expense or loss. Holders of Bonds offered at an original issue premium should consult their tax advisors for an explanation of the amortization rules.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the County as the taxpayer and the Bond owners may have no right to participate in such procedure. Neither the initial purchasers of the Bonds nor Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The County has covenanted in the Resolution not to take any action that would cause the interest on the Bonds to lose its exclusion from gross income except to the extent described above for the owners thereof for federal income tax purposes. Neither the County, the Financial Advisor nor Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

CONTINUING DISCLOSURE INFORMATION

In connection with the issuance of the Bonds, the County will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix D, under which it will agree for the benefit of the owners of the Bonds to provide audited annual financial statements of the County when available after the end of each Fiscal Year, and to provide certain annual financial information and operating data relating to the County and timely notice of certain events.

Compliance with Prior Undertakings

The County has previously entered into continuing disclosure agreements in accordance with SEC Rule 15c2-12. The County did not timely file a Moody's rating change in August 2013 related to its County Gross Receipts Tax Bonds and Capital Outlay Gross Receipts Tax Bonds. The rating change resulted from a Moody's surveillance rating process. The rating change was disclosed on EMMA immediately following the discovery that the rating change had not been filed. The County anticipates that it will adopt a Continuing Disclosure compliance procedure policy on _____, 2016. Except as indicated in this paragraph, the County believes that it has been in material compliance with the requirements of outstanding continuing disclosure agreements entered into in connection with bonds issued by the County over the past five years.

LITIGATION

At the time of the original delivery of the Bonds, the County will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate County officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Resolution, or contesting or questioning the

proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

RATINGS

The Bonds have received a rating of "___" from Standard & Poor's Ratings Services ("S&P"). An explanation of the significance of the rating given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041.

Such rating reflects only the views of S&P, and there is no assurance that such rating will continue for any given period of time after obtained or that such rating will not be revised downward or withdrawn entirely by the S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Neither the County (including its employees, advisors, and attorneys) nor the initial purchasers of the Bonds have undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

FINANCIAL ADVISOR

RBC Capital Markets, LLC is employed as Financial Advisor to the County in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. RBC Capital Markets, LLC, in its capacity as Financial Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the County has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the County and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

The legality of the Bonds will be approved by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, whose unqualified opinion approving the legality of the Bonds will be furnished at the closing.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the County when the Bonds are delivered. The County will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

ADDITIONAL INFORMATION

All summaries of the statutes, resolutions, opinions, contracts, agreements, financial and statistical data and other related reports described in this Official Statement are subject to the actual provisions of such documents. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or

available for inspection during normal business hours at the offices of the County located at the County Administration Building, 102 Grant Avenue, Santa Fe, New Mexico 87504-0276 or at the offices of RBC Capital Markets, LLC, 6301 Uptown Blvd. NE, Suite 110, Albuquerque, New Mexico 87110.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the Board. The Official Statement is hereby duly approved by the Board as of the date on the cover page hereof.

SANTA FE COUNTY, NEW MEXICO

By: /s/ Miguel M. Chavez, Chair
Board of County Commissioners

APPENDIX A

OPINION OF BOND COUNSEL

_____, 2016

Board of County Commissioners
Santa Fe County, New Mexico

We have acted as bond counsel to Santa Fe County, New Mexico (the "County") in connection with the issuance of its \$_____ General Obligation Improvement and Refunding Bonds, Series 2016 (the "Bonds") dated _____, 2016, with interest payable on January 1, 2017, and semi-annually thereafter on each January 1 and July 1 until maturity, and being bonds in registered form maturing on July 1 in the years 2017 through 20____, inclusive.

The Bonds will be issued in a principal amount of \$_____. \$8,000,000 in principal amount of the Bonds represents the third and final series of general obligation bonds approved by the qualified electors of the County at an election held on November 6, 2012 to provide funds for (1) the acquisition, construction, design and equipping of roads within the County; (2) the acquisition of real property and necessary water rights for, and construction, design, equipping, rehabilitation and improvement of water and wastewater projects within the County; and (3) the acquisition, design, construction, improvement, equipping and restoration of open space, trails and parks within the County, and will be allocated among those purposes and to pay a portion of the costs of issuance of the Bonds. \$19,815,000 in principal amount of the Bonds will be used to advance refund, refinance, pay and redeem the County's outstanding General Obligation Bonds, Series 2008 maturing on and after July 1, 2019, and to pay a portion of the costs of issuance of the Bonds.

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights:

1. The Bonds constitute valid and binding general obligations of the County, and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of *ad valorem* taxes on all property within the County subject to *ad valorem* taxes levied by the County, which levy is unlimited as to rate or amount.

2. Assuming continuing compliance by the County with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and with the covenants of the County regarding the use, expenditure and investment of Bond proceeds, interest on the Bonds is excludable from the gross income of the owners of the Bonds for purposes of federal income taxation. Interest on the Bonds is not treated as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations. However, interest on the Bonds is included as an adjustment in calculating corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax. Failure of the County to comply with its covenants and with the requirements of the Code may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance.

3. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions set forth above in paragraph 2 are subject to continuing compliance by the County with covenants regarding federal tax law contained in the proceedings and other documents relevant to the issuance by the County of the Bonds. Failure to comply with these covenants may result in interest on the Bonds being included in gross income retroactive to their date of issuance.

The opinions expressed herein are based upon existing laws as of the date of issuance and delivery of the Bonds. We express no opinion as of any date subsequent hereto, and our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this opinion.

The obligations of the County related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the County and the security provided therefor, as contained in the Bond Resolution, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 and 3 above.

Respectfully,

APPENDIX B

AUDITED FINANCIAL STATEMENTS – JUNE 30, 2015

The County has not requested the consent of Axiom Certified Public Accountants and Business Advisors LLC, which performed the audit of the County's Financial Statements, to the inclusion of the audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those Financial Statements.

APPENDIX C

OFFICIAL NOTICE OF PUBLIC MEETING AND BOND SALE

OFFICIAL NOTICE OF BOND SALE

\$27,815,000

**SANTA FE COUNTY, NEW MEXICO
General Obligation Improvement and Refunding Bonds
Series 2016**

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Board of County Commissioners (the "Board") of Santa Fe County, New Mexico (the "County"), for the purchase of all of the County's General Obligation Improvement and Refunding Bonds, Series 2016 (the "2016 Bonds"), more particularly described below. The Board will meet in regular session at 2:00 p.m., prevailing Mountain Time, June 14, 2016, to take official action awarding the 2016 Bonds.

Bids for the purchase of the 2016 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: June 14, 2016
Bid Time: Between 11:30 a.m. and 12:00 p.m. Eastern Time
(Between 9:30 a.m. and 10:00 a.m. Mountain Time)
Submit Bid to: www.grantstreet.com

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

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

Neither the County, Grant Street Group, the Financial Advisor, nor Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2016 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2016

Bonds and the security therefore set forth in the Preliminary Official Statement dated June 7, 2016 (the "Preliminary Official Statement").

BOND DETAILS

The 2016 Bonds will be issued in the aggregate principal amount of \$27,815,000. The 2016 Bonds and the interest thereon are general obligations of the County. The County has prepared the Preliminary Official Statement relating to the 2016 Bonds, which is deemed by the County to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2016 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

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

The County will make available to the winning bidder, within seven business days after the award of the sale of the 2016 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. One physical copy of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

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

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2016 Bonds will begin at 11:30 a.m., Eastern Time (9:30 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 12:00 p.m., Eastern Time (10:00 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2016 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call (412) 391-5555, x 370, attention John Carver, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are

incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2016 Bonds. Interest shall be bid in multiples of 1/20th or 1/8th percentum and only one interest rate may be bid for each maturity of the 2016 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2016 Bonds may not exceed the minimum interest rate specified for any maturity of the 2016 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2016 Bonds shall not exceed ten percent (10%) per annum.

Term Bonds. A bidder may elect to have all or a portion of the 2016 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement, however, not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The County Manager, in consultation with the County's financial and bond advisors, in the County Manager's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2016 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2016 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the County Manager after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the County. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Carole Jaramillo at cjaramillo@santafecountynm.gov or such other address as may be indicated by the County Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2016 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2016 Bonds to the public that will be retained by the Purchaser as its compensation.

The County Manager, in consultation with the County's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2016 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The County Manager, in consultation with the County's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2016 Bonds to the public and the price to be paid to the County, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2016 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The County will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. Mountain Time on the day of the sale and award of the 2016 Bonds. THE PURCHASER MAY NOT WITHDRAW OR

MODIFY ITS BID ONCE SUBMITTED TO THE COUNTY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2016 BONDS.

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

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2016 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2016 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2016 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2016 Bonds as of July 21, 2016, produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

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

An award may be made by the County to any bidder in a principal amount less than the principal amount of the 2016 Bonds for which the bid is submitted. Further, in the event of an award by the County for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

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

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2016 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., Mountain Time on June 14, 2016, the winning bidder is required to submit a Bid Award Deposit of \$555,700.00. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the County Manager and provided to the winning bidder after the sale of the 2016 Bonds.

No interest will be paid by the County on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2016 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2016 Bonds in compliance with the terms of the bid, at the option of the County, its Bid Award Deposit may be retained as liquidated

damages, as partial payment of actual damages or as security for any other remedy available to the County.

Manner and Time of Delivery. The 2016 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the County on July 21, 2016, or such later date as the County and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the County.

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

State Securities Laws. The County has taken no action to qualify the offer or sale of the 2016 Bonds under the securities laws of any state. Should any such qualification be necessary, the County agrees to cooperate with the winning bidder in such matters, provided that the County reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued and printed on the 2016 Bonds at the expense of the County. Any error or omission in printing such numbers on the 2016 Bonds will not constitute cause for any winning bidder to refuse delivery of any Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2016 Bonds will be approved by the County's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2016 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

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

(b) a certificate of the County to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2016 Bonds as of the date of their delivery; and

(c) a certificate of the County to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2016 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Certification of Issue Price. Any winning bidder will be required to complete, execute, and deliver to the County (on or before the date of delivery of the 2016 Bonds) a certification as to issue price and certain other matters, substantially in the form to be furnished by Bond Counsel. By submitting its bid, each bidder agrees to complete, execute and deliver such certificate by the date of delivery of the 2016 Bonds if its bid is accepted. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, and otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Postponement of Sale. The County reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2016 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2016 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled *Adjustment of principal amounts, modification or clarification prior to examination of bids.*

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

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the County and the 2016 Bonds may be obtained from:

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

The date of this Official Notice of Bond Sale is April 26, 2016.

SANTA FE COUNTY, NEW MEXICO

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

Section 1. Recitals. This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Santa Fe County, New Mexico (the "County") in connection with the issuance of the Santa Fe County, New Mexico General Obligation Improvement and Refunding Bonds, Series 2016 (the "Bonds"). The Bonds are being issued pursuant to the Notice of Sale Resolution adopted on April 26, 2016 (the "Notice of Sale Resolution") and the Award Resolution adopted on June 14, 2016 (the "Award Resolution," and together with the Notice of Sale Resolution, the "Bond Resolution"). Pursuant to the Bond Resolution, to allow the purchaser of the Bonds to comply with the Rule (defined below), the County is required to make certain continuing disclosures for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Agreement is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

(a) "Annual Financial Information" means the financial information or operating data with respect to the County, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Agreement, consisting of information of the type set forth in "DEBT AND OTHER FINANCIAL OBLIGATIONS - History of Assessed Valuation" and "FINANCES OF THE COUNTY" in the Official Statement. Annual Financial Information will include Audited Financial Statements if available.

(b) "Audited Financial Statements" means the County's annual financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB"), which financial statements have been audited as may then be required or permitted by the laws of the State.

(c) "EMMA" means the MSRB's Electronic Municipal Market Access System located on its website at emma.msrb.org.

(d) "Event" means any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of the holders of the Bonds, if material;
8. bond calls, if material, or tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the securities, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or a similar event with respect to the County or an obligated person;
13. the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee, or a change of name of a trustee, if material.

(e) "Event Notice" means written or electronic notice of an Event.

(f) "MSRB" means the Municipal Securities Rulemaking Board.

(g) "Official Statement" means the Official Statement dated June 14, 2016, delivered in connection with the original issue and sale of the Bonds.

(h) "Report Date" means March 31 of each year, beginning in 2017.

(i) "Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, § 240.15c2-12), as the same may be amended from time to time.

(j) "SEC" means the Securities and Exchange Commission.

(k) "State" means the State of New Mexico.

Section 3. Provision of Annual Financial Information and Reporting of Events.

(a) The County shall, while any Bonds are Outstanding, provide the Annual Financial Information on or before March 31 of each year (the "Report Date"), beginning in 2017, to EMMA. The County may adjust the Report Date if the County changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to EMMA, provided that the new Report Date shall be 270 days after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the County provides to EMMA the Annual Financial Information by specific reference to documents previously provided to EMMA or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the MSRB.

(b) If not provided as part of the Annual Financial Information, the County shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to EMMA.

(c) If an Event occurs while any Bonds are outstanding, the County will provide an Event Notice in a timely manner not more than 10 business days after the Event to EMMA. Each Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(d) The County shall provide notice to EMMA, in a timely manner not more than 10 business days after the occurrence, of any failure by the County while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

Section 4. Method of Transmission. The County shall employ such methods of information transmission as shall be requested or recommended by EMMA, the MSRB or the Securities and Exchange Commission.

Section 5. Termination of Continuing Disclosure Obligation. The continuing obligation hereunder of the County to provide Annual Financial Information, Audited Financial Statements, if any, and Event Notices shall terminate immediately once Bonds no longer are Outstanding. This undertaking or any provision hereof, shall be null and void in the event that the County delivers to EMMA an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this undertaking, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. This undertaking may be amended without the consent of the Owners, but only upon the delivery by the County to EMMA of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this undertaking by the County with the Rule.

Section 6. Beneficiaries. This agreement shall inure solely to the benefit of the County and the Owners from time to time of the Bonds, and shall create no rights in any other persons or entity.

Section 7. Enforcement. Each Owner is authorized to take action to seek specific performance by court order to compel the County to comply with its obligations under this Agreement, which action will be the exclusive remedy available to it or any other Owner. The County's breach of its obligations under this Agreement will not constitute an event of default under the Bond Resolution, and none of the rights and remedies provided by the Bond Resolution will be available to the Owners with respect to such a breach.

Section 8. Term. The County's obligations under this Agreement will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds has been paid or legally defeased pursuant to the terms of the Bond Resolution; (ii) the date on which the County is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

Section 9. Amendments. The County may amend this Agreement from time to time, without the consent of any Owner, upon the County's receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

- (a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the County;
- (b) this Agreement, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and
- (c) the amendment does not materially impair the interests of the Owners.

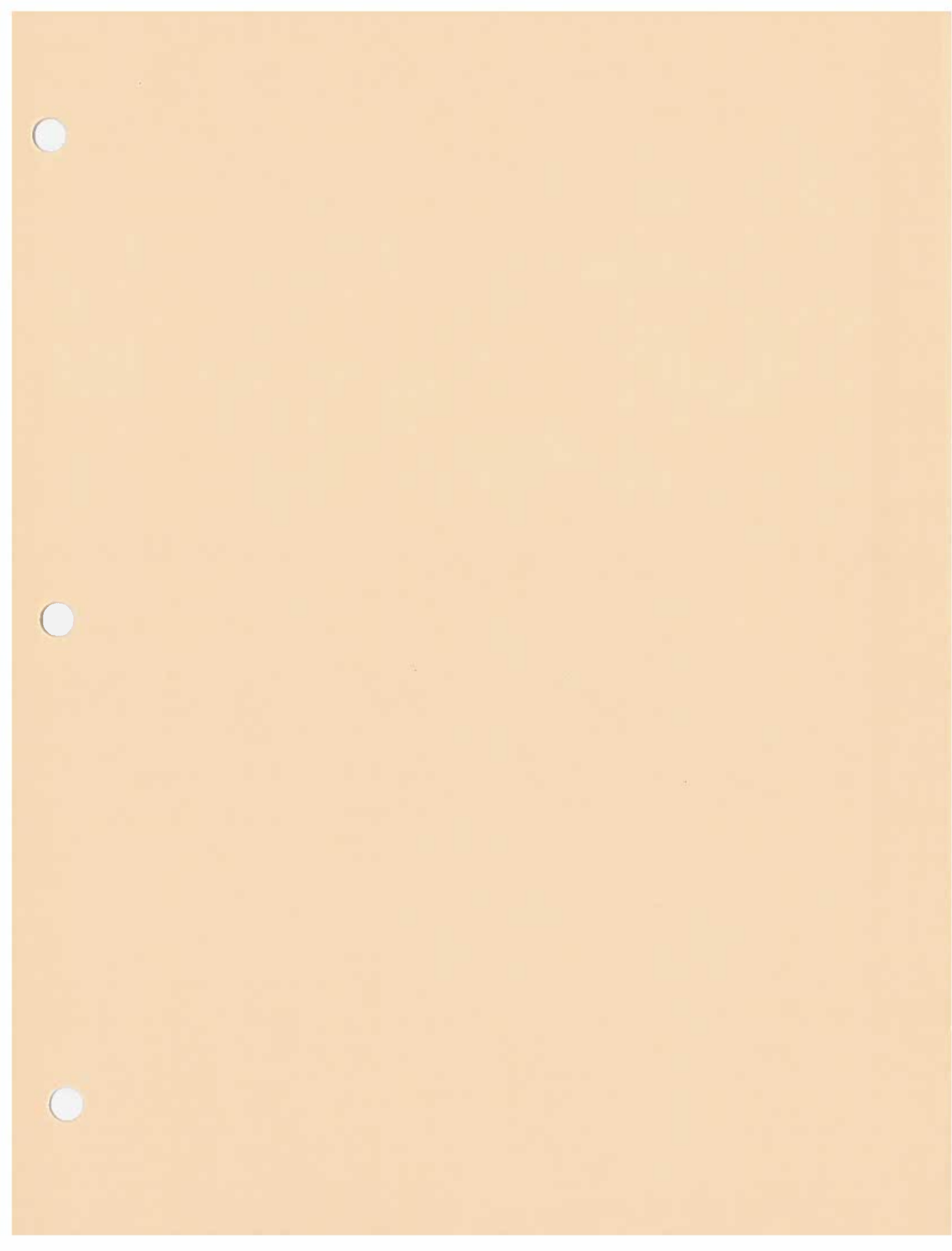
Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information and Audited Financial Statements for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Governing Law. This Agreement is governed by and is to be construed in accordance with the law of the State.

Dated: _____, 2016

SANTA FE COUNTY, NEW MEXICO

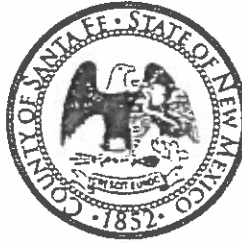
By: _____
Miguel M. Chavez, Chair
Board of County Commissioners



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4


Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: June 2, 2016

TO: Board of County Commissioners

FROM: Carole Jaramillo, Finance Division Director 

VIA: Katherine Miller, County Manager

RE: Discussion and Possible Direction on Options for General Obligation Bond Questions that may be Considered for Placement on the Ballot at the General Election of November 8, 2016 (Finance / Carole Jaramillo)

SUMMARY:

This item will provide information to the Board of County Commissioners on options for requesting voter approval for the sale of general obligation bonds (GOB), the impact of such a bond sale on property taxes, and to ask for direction from the Board on whether and how to proceed with preparing a Resolution to put forward general obligation bond questions on the 2016 general election ballot.

BACKGROUND:

Santa Fe County has established a capital financing structure wherein general obligation (GO) bond questions are presented to the voters during the general election every four years and then, if approved by voters, sells the authorized bonds, typically in two separate issuances over the course of the next four years (the period of time for which the authorization is valid). These bonds offer a means of financing capital improvement projects by the County.

Santa Fe County has put forth several bond questions in each of the last general elections which were approved by the voters. In 2004, voters were presented and approved, three bond questions (roads, water projects, and fire safety). In 2008, voters were presented six bond questions (solid waste transfer stations, fire department facilities, roads, water projects, open space, and county fairgrounds). All of the questions were approved except for the county fairgrounds. In 2012, voters were presented and approved, three bond questions (roads, open space, water/wastewater).

Debt service for GO bonds issued by the County is paid from property tax revenue. Each year, as payments on various bonds become due, the amount of property tax revenue needed for debt service

payments will vary, thus the mill levy for debt service may vary. However, the County follows the practice of structuring debt service for its bond issuances in such a manner as to maintain a fairly static debt service mill rate. This serves the purpose of maintaining funding needed for capital improvement projects while ensuring that property tax rates remain stable.

DISCUSSION:

The County maintains a list of capital improvement projects to satisfy identified needs throughout the County. As noted above, general obligation bond proceeds have been used to support a variety of capital improvements, including design and construction of these capital improvements. Departments and Offices have been engaged in updating this list for the purpose of developing a five-year long-range capital plan. This list will be presented to you for discussion at the July 12, 2016 meeting.

To meet some of the needs identified on the capital planning list, if the Board chooses to put forward one or more bond questions to the voters on the general election ballot in November, the attached Tax Rate Analysis Matrix prepared by the County's Financial Advisor, RBC Capital Markets, shows the impact on the property tax debt mill rate from selling between \$20m and \$45m in GO bonds. It is important to note that the analysis assumes that there will not be a significant change in county-wide property valuations.

The tax year 2015 (11/1/15-10/31/16) debt service property tax rate is 1.974 mills. As shown in the table:

- The debt service tax rate would remain the same if the County issued \$20,000,000 in general obligation bonds over the next four years. There would be no change to tax bills associated with this issuance.
- If the County issued \$25,000,000 in GO bonds, the debt service tax rate would increase to 2.02 mills. The associated tax bill for a property would increase by \$3 a year for a property valued at \$200,000 and \$7 a year for a property valued at \$400,000.
- If the County issued \$30,000,000 in GO bonds, the debt service tax rate would increase to \$2.07 mills. The associated tax bill for a property would increase by \$7 a year for a property valued at \$200,000 and \$13 a year for a property valued at \$400,000.

In order to meet ballot deadlines, a Resolution with proposed bond questions should be presented to the BCC for consideration on or before the July 26th meeting.

ACTION REQUESTED:

The Finance Division requests your consideration of the information presented above, and is seeking direction as to what amount of GO Bond issuance to pursue, and possible questions to place on the ballot. Further, staff is seeking direction to bring forward projects for consideration and to prepare the Resolution describing the bond questions for action on or before July 26, 2016.

Santa Fe County - Tax Rate Analysis Matrix

Tax Rate		>>>>>>		\$20MM Elections		\$25MM Elections		\$30MM Elections		\$35MM Elections		\$40MM Elections		\$45MM Elections	
Property Value	Assessed Value			Annual Change		Annual Change		Annual Change		Annual Change		Annual Change		Annual Change	
				\$0	\$0.00	\$3	\$0.28	\$7	\$0.56	\$10	\$0.83	\$13	\$1.11	\$17	\$1.39
\$200,000	\$66,667	116,667	133,333	\$0	\$0.00	\$6	\$0.49	\$12	\$0.97	\$18	\$1.46	\$23	\$1.94	\$29	\$2.43
350,000				\$0	\$0.00	\$7	\$0.56	\$13	\$1.11	\$20	\$1.67	\$27	\$2.22	\$33	\$2.78
400,000				\$0	\$0.00	\$11	\$0.90	\$22	\$1.81	\$32	\$2.71	\$43	\$3.61	\$54	\$4.51
650,000	216,667	333,333		\$0	\$0.00	\$17	\$1.39	\$33	\$2.78	\$50	\$4.17	\$67	\$5.56	\$83	\$6.94
1,000,000	333,333			\$0	\$0.00										

