IMPRESSIONS
ADVERTISING

TO: Santa Fe Board of County Commissioners
FROM: Russ Rountree, Impressions Advertising
DATE: August 5, 2013
RE: Lodgers' Tax Marketing/Advertising Promotion

The following packet contains marketing information regarding efforts that Impressions Advertising has (and is) undertaking in promoting visitation to Santa Fe County. Included in this packet are the FY13 Budget and Media Plans as well as some samples of the ads that have run to promote tourism to Santa Fe County.

BACKGROUND

There are nearly 20 lodging properties found in Santa Fe County. These properties create a total inventory of approximately 400 rooms. Overnight guests at the properties generate Lodgers' Tax (in Santa Fe County the tax is 4% on the overnight room charges), a portion of which is used to fund the advertising and promotion campaign.

The five-member Santa Fe Lodgers' Tax Advisory Board oversees, and recommends to the governing body, the County's tourism marketing program. The board also hears and acts upon funding requests from eligible events and activities that take place in the County. The funding that is granted is intended to be used for promotional efforts to increase the success of the event or activity. Often, the funding provides recipients additional promotion through the County's press efforts, online marketing components and by being added as content on SeeSantaFe.org.

Santa Fe County's tourism promotion includes ads in travel and lifestyle publications, in-state broadcast/cable placement, online marketing, social media, a comprehensive web site, public relations activities and fulfillment effort. The campaign entices visitors to tour Santa Fe County and discover attractions and events that lie within the County's 2,000 square mile border.

322 Paseo de Peralta • Santa Fe, NM • 87501 • 505.988.1402 • 505.984.0341 fax • ImpressionsAdv.com

The audience that is targeted as potential visitors to Santa Fe County are adults between the ages of 35 and 64 with annual household incomes (HHI) of more than $70,000. The primary geographic areas that County tourism promotion targets include people that live in regional "Drive Market" states (these include Texas, California, Colorado, Arizona and Oklahoma) and New Mexico residents.

A media plan is created specifically for Santa Fe County based on demographics and psychographics of the County's target market. The FY13 plan consisted of 12 print ads, 8 months of cable TV ads, 8 monthly web banner ads and 11 sponsorships of travel newsletter blasts. All of these advertisements collectively had an estimated reach of approximately 9,975,000 people.

In addition to paid media placements, the County has a consistent public relations plan to create awareness of attractions and events found in the county. Not only are monthly releases distributed, but also newsworthy items of interest to travelers (e.g. significant snowfall at the Ski Santa Fe, updates on wildfires, etc) are distributed as warranted. The press relations campaign targets regional and national print and electronic media and fulfillment of requests from press to facilitate coverage of attractions and events in Santa Fe County.

The County's travel web site (SeeSantaFe.org) is the main instrument to deliver information about lodging, attractions, activities and events found in Santa Fe County. All County lodging properties are represented on the web site.

Other marketing materials used by Santa Fe County to promote tourism include online marketing including email blasts and e-postcards in addition to a County tourism brochure.

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BRAND POSITIONING

The FY13 marketing campaign utilized an advertising tagline of "Santa Fe County – The Real Santa Fe" (samples are attached). The creative executions touch on the myriad of attractions and events in Santa Fe County. The ads play on the adventure of the travel experience and provide an excellent tie-in to more information for potential visitors that is posted to the web site.

FY13 MARKETING HIGHLIGHTS

- Increase in Lodger's Tax collections of 6.6% for FY13 ($380,612.15) over FY12 ($357,997.50)*
  *(adjusted for July-May)

- Increase in the collective Occupancy Rate for County lodging properties of 18.2% for FY13 (64.3%) over FY12 (54.4%)

- Increase in website user sessions of 11% for FY13 (35,579) over FY12 (31,665)

- Decrease in website inquiries of 0.5% for FY13 (25,238) over FY12 (25,366)

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Impressions Advertising Inc., based in Santa Fe, New Mexico, was founded in 1985 as a full service advertising, design and public relations agency. Our company creates magazine and newspaper ads, audio/visual projects, television commercials, logos, brochures, catalogs, online projects, media and marketing plans, annual reports and implement public relations campaigns, as well as a variety of other services.

Impressions has worked on tourism promotions since its inception creating advertising, marketing plans and special projects for many of the businesses within Santa Fe County's hospitality industry. We have served as the agency of record for Santa Fe County, the Las Cruces Convention & Visitors Bureau, the Sandoval County Regional Tourism Association, the Eight Northern Indian Pueblos Council and the Santa Fe Convention & Visitors Bureau (CVB).

Impressions has received numerous local and national marketing and advertising awards including:

- National awards, a Telly and a Mobius, for a television commercial produced by Impressions for the Santa Fe CVB
- "Adrian" awards for advertising promotion excellence as selected by the Hospitality Sales and Marketing Association International
- American Advertising Federation awards and many Citations of Excellence

The award-winning quality and proven performance of our staff's work in tourism promotions has been depended upon by the Santa Fe hospitality industry for more than 20 years. Impressions has grown in its abilities and reputation for customer service and creative solutions, keeping abreast of marketing trends and technological advances.

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The mission of Impressions Advertising, Inc. is to be an industry leader in marketing communications services and to advance the overall interests of its clients in the global marketplace. To fulfill this mission, Impressions will continue to offer high-quality, cost-effective services and focus its attention on providing our clients with creative solutions and excellent customer service. Impressions has learned how to make the most of what we have been given and is proud for the privilege to present Santa Fe County to the world.

If you should have questions or comments regarding the County's promotional efforts, you may always contact me at 988-1402 or Russ@ImpressionsAdv.com.

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Budget for FY 2013

Line Item	SFC Contract	Budget	DOT Match	Percentage of Total Budget
	$300,000	$300,000	$0	
Gross Receipts Tax		$23,000		7.66%
Media		$176,525	% of Media Budget	58.84%
National Leisure Travel	$69,032		39%	
In-State Leisure Travel	$31,800		18%	
On-Line Marketing	$75,693		43%	
Account Service		$20,000		6.66%
Production		$26,000		8.67%
Web		$18,300		6.10%
Production	$18,000			
Hosting	$300			
Public Relations		$18,500		6.17%
Fulfillment		$11,600		3.87%
Postage	$100			
Handling	$100			
Phones	$1,000			
Voice Mail	$250			
Storage	$1,650			
Brochure Distribution	$3,500			
Fulfillment Administration	$5,000			
Printing		$4,500		1.50%
Photography		$1,400		0.47%
Other Production/Miscellaneous		$175		0.06%
TOTALS		**$300,000**		**100%**
		$0	Under/(Over)	0%

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Media Plan for FY 2013

NATIONAL LEISURE TRAVEL

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
2013 New Mexico Travel Planner Circ: 500,000 - 1/6 page 4-c							X					
Arthur Frommer's Budget Travel Circ: 575,000 -1/6 page 4-c									X			
Home & Away Circ: 295,023 - 1/3 page 4-c (OK & Mpls. editions) *Oct placement = 1/6p 4-c				X					X			
New York Times Magazine Circ: 1,681,111- 1/9 page 4-c "T Travel"			X								X	
Oklahoma Today Circ: 38,500 - 1/2 page, 4-c					X				X			
Southern Living SW Circ: 640,000 - 4" 4-c Travel Directory				X					X			
Sunset Circ: 425,000 - 1/6 page 4-c (So. Cal. & SW editions)				X						X		

IN-STATE LEISURE TRAVEL

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Television (Cable)	X		X	X	X			X	X	X		X

ON-LINE CAMPAIGN

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Denver Travel Email		X	X		X				X			X
Dallas Travel Email		X	X		X		X	X	X			
Dallas Web Banner										X		X
OK City Web Banner				X				X			X	
Denver Web Banner										X	X	X

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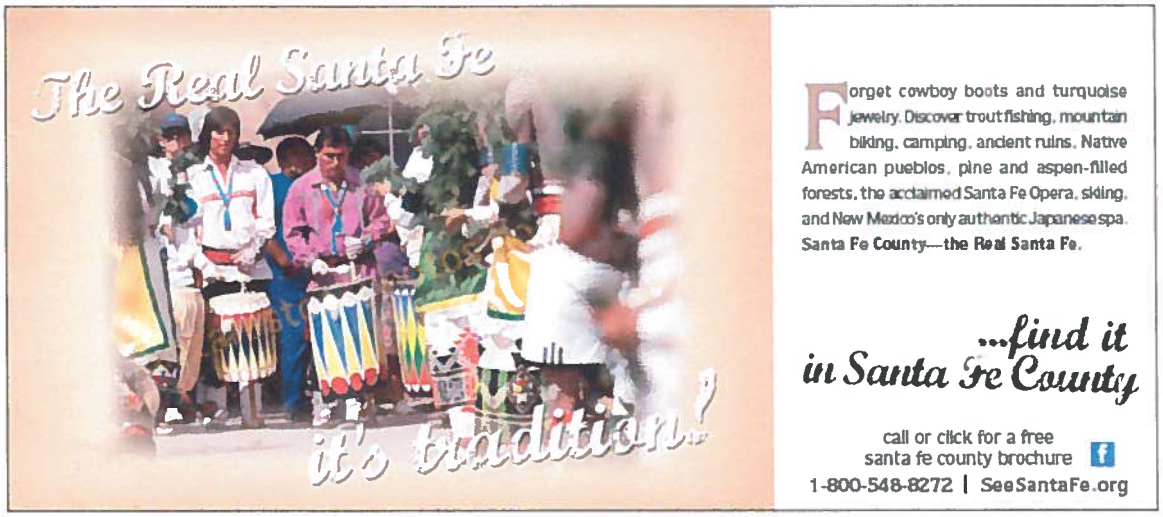
Creative for FY 2013



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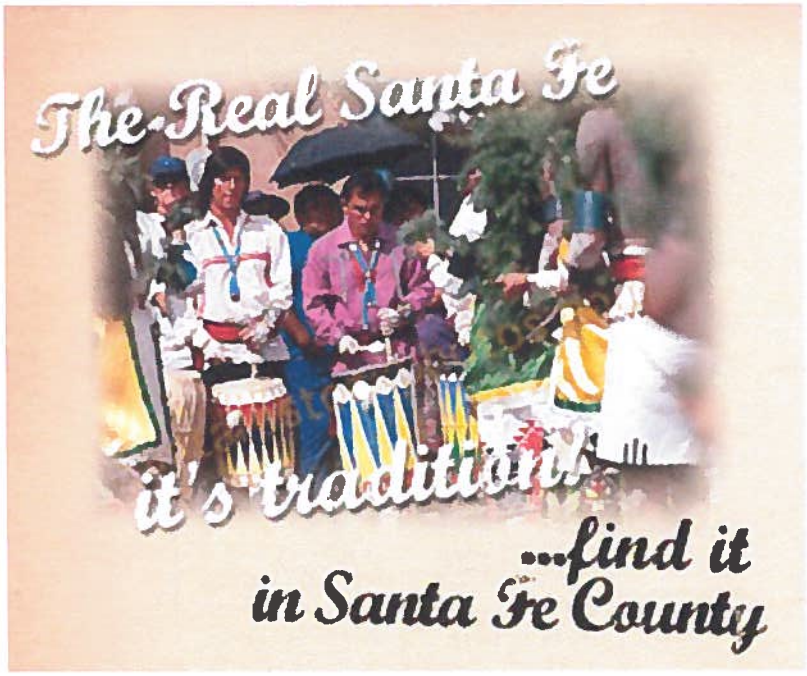

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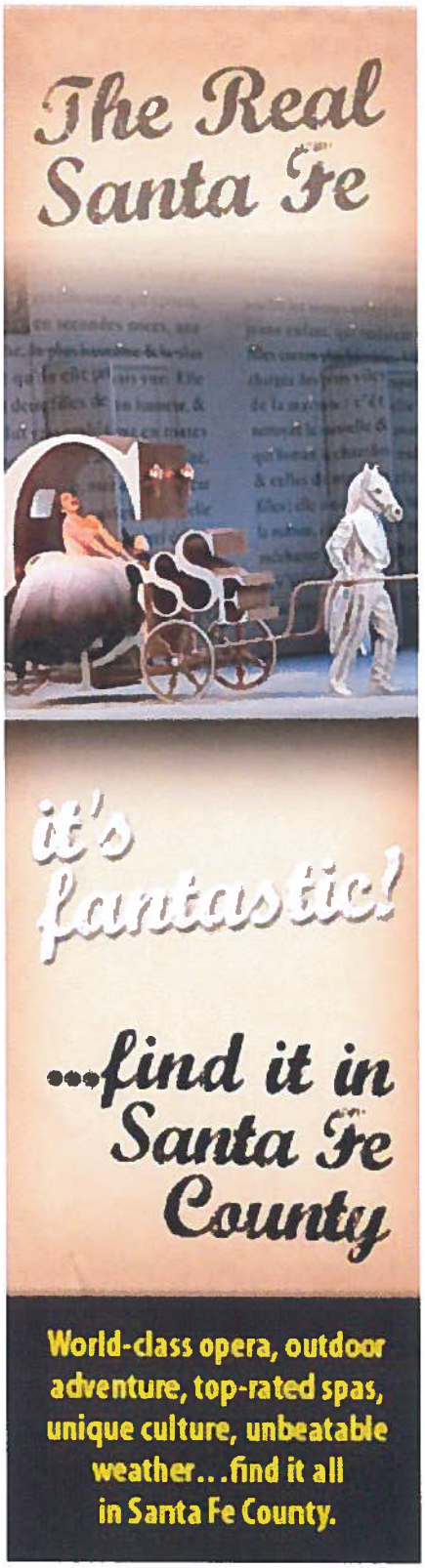

NO PACKET MATERIAL
FOR THIS ITEM

Daniel "Danny" Mayfield
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: August 13, 2013

To: Board of County Commissioners

From: Erik Aaboe, County Manager's Office

Subject: Appointment of Alternate Member to the Santa Fe County Valuation Protest Board

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The Valuation Protest Board consists of volunteers appointed by the Board of County Commissioners (BCC) to hear property tax valuation protests.

The Board consists of two members and two alternates; one member and one alternate must demonstrate experience in the field of valuation property, the other member and alternate do not need this experience.

Members shall not be employed by the State, a political subdivision, or a school district, shall not hold an elective public office, and must be registered to vote in Santa Fe County.
On August 30, 2011 the BCC appointed two members and two alternates to serve the term of August 30, 2011 for a 2 year term expiring August 30, 2013.

In June 2013, Mr. Marcos Trujillo, the Alternate Member for the position not requiring experience, resigned from the Board.

Staff advertised for interested applicants and has received Letters of Interest, Resumes, and all mandatory forms from the following individuals to fill the Alternate Member position not requiring experience (by alphabetical order):

Name: Stephen Hochberg
Commission District: 4

Name: Victoria T. Murphy
Commission District: 4

Name: Robert Pierce
Commission District: 2

Name: Richard H. Rogers
Commission District: 5

Name: Edward Vasquez
Commission District: 3

RECOMMENDATION:

All five applicants meet the requirements of the Statute and do not appear to have a conflict of interest. One on one interviews were conducted with each of the applicants to discuss the applicant's experience and availability for the Protest Valuation Board schedule. The Alternate Board Member not requiring experience will serve the term of the position from August 13, 2013 to August 13, 2015.

The County was fortunate that so many qualified applicants expressed interest in this alternate position. Any of the five applicants would make an excellent volunteer for this position. Staff does not make a recommendation for appointment. In the text above, we have placed the names in descending order of relevant experience.

ATTACHMENTS:
Applicant Resumes and Letters of Interest

Lisa A. Roybal

From: PROFHOCH@aol.com
Sent: Thursday, July 04, 2013 10:26 AM
To: Lisa A. Roybal
Subject: application for the Protest Board Alternate position
Attachments: CREDENTL.doc

Dear Ms. Roybal:

I wish to apply for the Alternate Position vacancy on the County Valuation Protest Board.

I am a resident of Santa Fe County since 2007 [1310 Thunder Ridge Road , Santa Fe ,NM 87501] and I am a registered voter in the County since 2007.

I am not employed by the State, City, County, or School District.

My professional background includes extensive real estate appraisal /evaluation experience. I attach my appraiser's credentials for your review.

I currently volunteer and serve on the Board of the St. Vincent's Hospital Foundation [as its Secretary]; on the Board of Temple Beth Shalom [as its Finance Committee Chairperson]; on the Board of Life-Circle (a not-for-profit organization dedicated to bringing a facility to Santa Fe which will offer a more humane approach to caring for the elderly and infirm)[as its President]; and will join the Board of the Museum of New Mexico Foundation at the end of this month.

Please feel free to call me [landline 505-983-1044 or cell 505-795-1980] or email me at your convenience, should the need arise.

Thank you for your attention.

Sincerely,

Stephen Hochberg

CREDENTIALS OF STEPHEN HOCHBERG, ESQ.

APPRAISER

1970 Graduate of Yale Law School; Editor and Officer, Yale Law Journal

1970-71 Clerk for the late Judge Abraham J. Freedman, United States Court of Appeals for the Third Circuit

1971-73 General Counsel, Lefrak Organization (a large individually owned residential and commercial real estate concern in Metropolitan New York with wide ranging property holdings)

1973-76 Assistant Professor of Law, New York Law School (area of expertise: Property and Land Use)

1974-77 Adjunct Professor at CCNY; Baruch College; Bloomfield College (various terms) (Business Law and Economics)

1976-77 Consultant on Academic Affairs, New York Law School

1980-91 Associate Professor of Law, Touro College School of Law (area of expertise: Property Law)

1992 Founding Professor of Law, Touro College School of Law (area of expertise: Property Law)

Admitted to New York 1971; D.C. 1972; Florida 1974; U.S. Supreme Court 1974; many Federal Courts of Appeals; Federal District Courts Practice and specialized Federal Courts and Administrative Agencies, including the U.S. Tax Court

Affiliate Member of the Appraisal Institute

Real Estate Broker Since 1971

Editor Cooperative Conversations: A Tenant's Survival Book 1980

Contributor of articles and reviews on land use and other topics in various publications including The New York Law Journal; the New York Law School Law Forum (Law Review); The Philadelphia Inquirer.

Comments to U.S. Housing and Urban Development Department on proposed Rules relating to the Implementation of the Real Property Settlement Act of 1974

Member Committee on Real Property Practice, Young Lawyers' Division of the American Bar Association 1973-75.

Member American Bar Foundation Study Group on Anti-Trust Divestiture

Cited Hulter v. Commissioner 83 T.C. no. 36 (Swift, J) (1984) as "a real estate expert and appraiser" (docket nos. 3969/81, 23116/81, 22544/82, and 20873/83)

Friesch-Groningshe Hypotheekbank Realty Credit Corp. v 123 West 88th Street Associates et al (docket no.18245/90 Sup. Ct., NY County, Frank B. Lewis, Special Referee, 1/10/97) "...Hochberg, who is a veteran New York attorney and experienced in the field of real estate appraisal, apart from his law practice, and who has had considerable experience both as appraiser of real property and as a teacher of courses in the valuation of real property at various academic institutions...."

Editor Medical Law Letter; two doctoral dissertations

Consultant U.S. Dept. of Health, Education and Welfare, Review Panel on New Drug Regulation 1976-77

Recent IRS Experience

Conducted appraisal service in docket no. 20124/80, entailing analysis of a commercial property located in Georgia, requiring an on-site inspection and title search.

Conducted extensive appraisal service in docket nos.17084/79 and 8855/78, entailing analysis of thirteen commercial properties located in California and North Carolina, requiring on-site inspections and in-depth review of title records.

Conducted appraisal service in docket nos. 2222/78 and 2223/78 entailing detailed analysis of multi-family residential building in New York City and its surrounding neighborhood, including its Community Planning District.

Rendered an opinion in a contested brokerage appraisal matter relating to a Tax Court case which was ultimately resolved based, in part, on the opinion I gave.

Conducted extensive appraisal service in docket nos. 954/76, 955/76 and 965/76, entailing analysis of various residential, industrial and commercial properties located in six states, requiring on-site inspection and in-depth historical analysis. These properties had an aggregate value in excess of $30 million.

Other Appraisal Experience

Prepared many appraisal reports of varying degrees of formality and have testified in support of same before various boards and tribunals. I have often, in the course of my legal practice, which includes representation of several real estate owners and entities, been called upon to evaluate real estate holdings for investment and appraisal purposes and have critiqued numerous land use and real estate investment proposals.

Victoria Murphy

1803 Arroyo Chamiso
Santa Fe, NM 87505

505-660-5395
VictoriaSantaFe@gmail.com

2 July, 2013

Santa Fe County Manager

Attn: Lisa Roybal

Box 276

Santa Fe, NM 87504

Ms. Roybal,

I am including my resume for you and your committee's consideration on the County Valuation Protest Board. I believe my work experience in the field of real estate as well as my work on various committees concerning property tax issues makes me a good candidate.

Last year I was asked to sit on a work group with a few Realtors, several County Assessors, representatives from Association of Counties, NM Taxation and Revenue, and the Governor's Office. Throughout last summer and fall we worked together to address the Tax Lightening issue, and where successful in having legislation drawn up and presented. We were unfortunate in not having the bill be presented on the floor for a vote.

Sincerely,

Victoria Murphy

Victoria Murphy

1803 Arroyo Chamiso
Santa Fe, NM 87505

505-660-5395
VictoriaSantaFe@gmail.com

WORK EXPERIENCE

Realtor with Santa Fe Properties	Licensed since 2005
Nambe Mills - Director of Retail Operation nationwide	2002-2005

COMMITTEE WORK

President of the Santa Fe Association of Realtors (SFAR) for 2013

Former Chair and current committee member of SFAR Government Affairs

NE District Vice-President of Realtors Association of New Mexico (RANM) 2013-2015

Former Chair and current member of RANM Legislative Committee

Current member of the RANM Tax Task Force

Served on the RANM Workgroup with stakeholders from throughout the State of NM to bring forth Legislation concerning the Tax Lightening issue

Robert W. Pierce

38 Calle Ventoso West
Santa Fe, NM 87506

Telephone (505) 820-9392
Facsimile (505) 820-0552
Mobile (505) 629-6642
robertwpierce1201@gmail.com

July 2, 2013

Santa Fe County Manager's Office
Attn: Lisa Roybal
P.O. Box 276
Santa Fe, NM 87504-0276

Dear Ms. Roybal,

I am interested in serving on the Santa Fe County Valuation Protest Board. As a retired financial executive, I am looking for an opportunity to extend my involvement in, and contribution to, Santa Fe County.

My business career provided me with considerable experience in dealing with matters pertaining to asset valuations. I have attached a one page biographical sketch as well as a more in depth resume. These documents offer a chronology of my business career as well as an indication of some of my volunteer activities in the communities where I have lived.

Since relocating to Santa Fe, I have provided financial advice and counsel to area not-for-profit organizations including the Santa Fe Conservation Trust, Silver Bullet Productions, and the Las Campanas Water and Sewer Cooperative.

My extended calendar is flexible, thus I should be available to accommodate most meeting commitments of this Board.

Sincerely,

Robert W. Pierce

Robert W. Pierce
Biographical Information

Management experience

2000 to Present	Independent consultant
1997 to 2000	Carson, Inc. (Manufacturer of ethnic hair care products) Executive Vice President and CFO
1990 to 1996	Maybelline, Inc. (Manufacturer of cosmetics and toiletries) Executive Vice President and CFO
1974 to 1990	Noxell Corporation (Manufacturer of personal care and household items)
1988 - 90	Senior Vice President Administration & Finance and CFO
1986 - 88	Vice President - Finance
1980 - 86	Treasurer
1974 - 80	Controller
1973 to 1974	Arthur Young & Company (Public Accounting Firm) Audit Manager
1972 to 1973	Finalco, Inc. (Financial services firm) Controller
1965 to 1972	Arthur Young & Company Auditor, Senior Auditor, Manager

Education

1961 to 1965	University of Maryland B.S., Accounting with high honors

Memberships and community involvement

Santa Fe Conservation Trust - Treasurer and member of Board of Directors
Silver Bullet Productions - CFO of this not-for-profit educational film company
Las Campanas Water and Sewer Coops –Treasurer and member of Board of Directors
Las Campanas Transition Committee – Former Chair of Finance Subcommittee
Savannah Symphony Society - Former Treasurer, member of Board of Directors and Executive Committee
Savannah Onstage - Former Treasurer, member of Board of Directors and Executive Committee
Belfair Property Owners Association, Bluffton, SC - Former member of Finance Committee of Board
Chamber Music Hilton Head, Former member of the Board of Directors
Leadership Baltimore County - Past Chairman of Executive Board
United Way of Central Maryland - Former chair of numerous committees
Financial Executives Institute, Baltimore Chapter - Past President
American Institute of CPA's

Robert W. Pierce
38 Calle Ventoso West
Santa Fe, NM 87506
Phone (505) 820-9392
Cell (505) 629-6642
Fax (505) 820-0552
Email robertwpierce1201@gmail.com

ROBERT W. PIERCE

38 Calle Ventoso West
Santa Fe, NM 87506

Phone: Home (505) 820-9392
Mobile (505) 629-6642
Fax: (505) 820-0552
Email: robertwpierce1201@gmail.com

OVERVIEW

Seasoned CFO with comprehensive experience in senior financial management of publicly owned, multi-national consumer products companies; Experience in all aspects of corporate financial management including:

- Financial management of turnaround and start up operations
- Development of financial organization and reporting processes
- Direction of internal and external financial reporting
- Management of debt and equity financings, IPO's
- Conduction of investor relations
- Formulation of strategic direction

EXPERIENCE

CARSON, INC., Savannah, GA **1997 - 2000**
Executive Vice President, Chief Financial Officer, Treasurer and Secretary

Joined Carson to strengthen financial management and investor relations after the company went public. Responsible for all matters pertaining to financial planning and control, internal and external financial reporting, debt and equity financing, information services, investor relations, and consultation on strategic planning, acquisitions and divestitures. Envisioned need for strategic focus on core business, and was instrumental in the turnaround of business fundamentals and positioning the Company for sale. In August 2000, L'Oreal, SA, acquired the Company.

Accomplishments:

- Initiated beginning of turnaround by recommending and executing divestiture of non-strategic businesses:
  - Sold nail care company
  - Discontinued cosmetics line, eliminating 75 SKUs
  - Discontinued salon professional line, eliminating 70 SKUs
- Managed three debt refinancings, including one bank credit facility, one senior subordinated bond offering and one private placement of senior debt.
- Developed budgeting and forecasting processes.

MAYBELLINE, INC., Memphis, TN **1990-1996**
Executive Vice President, Chief Financial Officer and Treasurer

First executive recruited by new owners upon establishment of Maybelline as a stand-alone company. Envisioned turnaround opportunity and actively involved in development of strategic direction for this $400 million manufacturer of cosmetics and personal care products. Responsible for all matters pertaining to financial planning and control, internal and external financial reporting, debt and equity financing, information services, investor relations, and consultation on strategic planning issues and acquisition searches.

Maybelline, Inc. (continued)

Accomplishments

- Created the financial organization structure.
- Established general ledger and financial reporting structure.
- Directed development of information services function operating in mainframe, LAN and client server environments.
- Enhanced company's value and financial strength by:
  -Negotiating $15 million favorable adjustment of purchase price of company;
  -Managing two debt refinancings resulting in reduction of interest rates from 11-1/2% to less than 5% while providing $60 million distribution to owners;
  -Raising $114 million through issuance of stock in successful IPO;
  -Returning $100 million to stockholders through self-tender offer after debt refinancing.
- Directed the company's development of integrated systems technology to support Quick Response customer service initiatives including EDI, cross-docking, container labeling, and automated stock replenishment.
- Established investment goals, set risk policy and selected investment managers as member of Employee Benefits Investment and Administration Committee,

NOXELL CORPORATION, Hunt Valley, MD **1974-1990**

Senior Vice President, Administration and Finance (1988-1990)

Member, Board of Directors

Chief Financial Officer of this $550 million manufacturer of consumer products, responsible for all matters pertaining to financial planning and reporting, acquisition reviews, and executive compensation and benefits; responsible for treasurer, controller and information services functions, and investor relations on financial matters.

Vice President, Finance (1986-1988)

Treasurer (1980-1986)

Controller (1974-1980)

ARTHUR YOUNG & COMPANY, Baltimore, MD **1973-1974**

Audit Manager

FINALCO, INC., Arlington, VA **1972-1973**

Controller

ARTHUR YOUNG & COMPANY **1965-1972**

Auditor, Senior Auditor, Manager

EDUCATION

BS University of Maryland (1965) High Honors, major in Accounting

COMMUNITY INVOLVEMENT

Silver Bullet Productions – CFO of this not-for-profit educational film company
Santa Fe Conservation Trust – Treasurer and member of Board of Directors
Savannah Symphony Society - Former member of Board of Directors, Executive Committee and Treasurer
Savannah Onstage - Former Treasurer, Member of Board of Directors and Executive Committee
Belfair Property Owners Association, Bluffton, SC - Former member of Finance Committee of Board
Chamber Music Hilton Head – Former member of the Board of Directors
Leadership Baltimore County - Past Chairman of Executive Board
United Way of Central Maryland – Former chair of numerous committees
Financial Executives Institute, Baltimore Chapter, Past President

Lisa A. Roybal

From: Richard H.Rogers [richard@sunmonthly.com]
Sent: Tuesday, July 02, 2013 11:22 AM
To: Lisa A. Roybal
Subject: County Valuation Protest Board Volunteer
Attachments: RICHARD H.doc

Hi Lisa,

As a former real estate attorney and Chairman of a Municipal Zoning Commission for 22 years.
I am enclosing a resume of my background and qualifications in response to your search for
a volunteer to serve on the County Valuation Protest Board.

I moved to Santa Fe in 2008 and purchased "Santa Fe Monthly" magazine which I now publish. My wife can handle much of the magazine each month and I am looking at a number of other opportunities to be of service. I have a flexible schedule and would be available on short notice as needed.

I am a registered voter and do not work for the state, county, city or schools. My working career has been around
real estate and construction and I am used to serving on a public body.

I look forward to hearing from you.

Richard H. Rogers

Richard H. Rogers, *Publisher, Executive Editor*

SANTA FE MONTHLY
PMB 317, 7 Avenida Vista Grande, Suite B-7
Santa Fe, NM 87508

(505) 466-4661
(505) 466-4662 fax

Richard@SunMonthly.com
www.SunMonthly.com

RICHARD H. ROGERS
7 AVENIDA VISTA GRANDE ST B-7
SANTA FE, N. M. 87508
(505) 466-4661

A totally experienced construction and publishing executive-entrepreneur-attorney offering hands on, highly profitable, in depth business management experience, major project management, multi-state litigation and international business legal skills.

Accomplishments:

1. Corporate legal counsel pursuing and defending litigation, a positive approach and finding ways to accomplish management objectives.

2. President, International Division, managing a $3.3 billion dollar international construction business worldwide on a very profitable basis.

3. Founder and President of an international, entrepreneurial business law firm advising domestic and international clients, and handling litigation on a multi-state basis.

4. Publisher, Executive Editor of Santa Fe Monthly a monthly cultural, literary magazine awarded "Best Monthly Magazine in New Mexico in 2009."

Career:

1. Corporate Counsel, Brunswick Corp., Chicago, Illinois, international sports equipment manufacturer.
2.
2. Corporate Counsel, A. Epstein & Sons, Inc., Chicago, Illinois, international engineers and contractors.

3. Vice President and General Counsel, Price Brothers Company, Dayton, Ohio, international contractors .

4. President, International Division, Price Brothers Company, Dayton, Ohio, international contractors.

5. President, Managing Partner, Richard H. Rogers & Assoc., LPA international business attorneys.

6. President, Publisher, Executive Editor, Viva Santa Fe Ltd., .

- Publisher of Santa Fe Sun Monthly, Santa Fe, NM 2008-Present

Education:

1. Miami University, Oxford, Ohio, BS in Business Administration (Marketing)

2. Duke University, Durham, North Carolina, JD

Lisa A. Roybal

From: Edward Vasquez [epvasquez875071@yahoo.com]
Sent: Tuesday, July 02, 2013 4:06 PM
To: Lisa A. Roybal
Subject: Letter of Interest
Attachments: Applying for County Valuation Protest Board Alternate Member.docx

Letter of interest for County Valuation Protest Board Alternate Member

Edward Vasquez

4072 Buffalo Grass Road
Santa Fe New Mexico 87507
(505) 660-9238

epvasquez875071@yahoo.com

Not currently serving on any boards

Bio:
I'm retired after 25 years of civil service from the New Mexico Department of Transportation. As a Engineering Coordinator Supervisor(10 years)in the Lands Engineering Section. I am able to read, write Deeds, Legal Descriptions draw (CADD) Survey Maps and assess Projects as required. I also volunteered as a member on the Santa Fe County Fair Board 2000-2008 of which I was Chair and Vice chair for 1 year each
Edward Vasquez

Resume is in Attachment

Applying for County Valuation Protest Board Alternate Member

Resume for

Edward P. Vasquez

4072 Buffalo Grass Road

Santa Fe, New Mexico 87507

Home/Cell 505-660-9238

e-mail epvasquez875071@yahoo.com

Currently Retired After 25 years and one week of civil service

Accreditations May 1995 Senior Engineering Technician by the

National Institute for Certification in Engineering Technologies

Work Experience 4/1999- 10/2009

New Mexico Department of Transportation Santa Fe, NM

Engineering Coordinator Supervisor

- 1) Supervise, Manage and assign projects to Surveying and Mapping Technicians
- 2) Monitor the progress of Survey and Mapping Technicians in the preparation of Right of Way maps to assure the complete, accurate and professional products while adhering to project time lines as determined by the current State of New Mexico programs
- 3) Train unit personnel in the Right of Way Mapping procedures as out lined in the 2000 Surveying hand book together with the minimum Standards for Surveying in the State of New Mexico
- 4) Perform Interviews, screening and selection of future employees
- 5) Prepare and evaluate employee's with the Employee Development and Appraisal (EDA) evaluation
- 6) Monitor and approve payroll and training requests
- 7) Provide positive interaction with the Project Development Design Team

Right of Way Bureau Staff, Field Survey Units, The General Public and other areas

- 8) Prepare Legal Descriptions for the purpose of Right of Way acquisitions along with Access Control determination's
- 9) Utilize software programs such as Microsoft Word, Microsoft Excel, Outlook, Windows NT, Micro Station, Arc View, and Auto Cadd w/Land Development Desktop, etc...

Work Experience 6/1997- 4/1999

New Mexico Department of Transportation Santa Fe, NM

Verification Specialist 1

- 1) Check all phases of the development of the Right of Way plans for the New Mexico Department of Transportation these being
- Form

  Verify that the Right of Way plans are clear and legible for the purpose of Acquisition and the mapping of the Highway Right of Way
- Information

  Check the maps for complete information as to ownership and general mapping information as provided by the survey using the title reports and public information files and maps maintained at the New Mexico Department of Transportation
- Computations

  Check the computations of the parcel areas that are to be acquired by the New Mexico Department of Transportation
- Communication

  Direct interaction with the Project Development Engineer and the Consultants (Customers) through the review process to achieve the best

- Final Product

Verify the maps meet the requirements of the New Mexico Department of Transportation and the Minimum Standards for Surveying in the State of New Mexico

Work Experience 3/1990- 6/1997

New Mexico Department of Transportation Santa Fe, NM

Highway Design Tech 3

- 1) Provide accurate and complete Highway Right of Way Design Plans, State, and Federal application Plats for the Highway Right of Way , and property maps
- 2) Do mathematical computations to solve for required distances, bearings, areas, etc. Affecting each parcel of land along and within the Highway Right of Way (including monument ties) utilizing computer program such as Auto Cadd
- 3) Research existing Right of Way plans and documentation, private survey plats, deeds, State and Federal plats, and U.S.G.L.O. maps to insure that all the pertinent information is included in the Right of Way maps
- 4) Verify and plot from the title reports the determination of ownership of all. Along the Highway Right of Way projects with all the pertinent information such as the locations of subdivisions , easements, Lot Leases, Private Surveys, and Indian allotments
- 5) Write legal land descriptions for the conveyance of ownership of property to the New Mexico Department of Transportation , and to be used by the Right of Way Agents , Appraisers, and Legal Attorney's , Division of Acquisitions, negotiations or litigations of the Highway

Right of Way parcels

- 6) Revisions of the highway Right of Way plans showing all additions or deletions as requested by the Project Design Engineers, pertaining to the Highway Right Way
- 7) Use computer and conventional drafting methods to produce Highway Right of Way plans, State and Federal plats, Property plats

Work Experience 10/1984- 3/1990

New Mexico Department of Transportation Santa Fe, NM

Highway Design Tech 2

- 1) Do all phases of a Highway Right of Way field survey which includes, research at the local county court house's verifying existing Highway Right of Way, setting up new alignments , property surveys of adjacent land owners , setting up photo control, etc....
- 2) Taking Survey notes and recording all pertinent information, property notes, level notes, traverse , topographic, photo control, utilities, etc....
- 3) Operate all survey equipment and set up receiver stations, tri pods, prisms, etc...such as (distance meters,) GPS
- 4) Compute all calculations in the field for laying out the control points, property corners, photo control setups etc...
- 5) Check all work in the field books for accuracy and meeting the 1st and 2nd and 3rd order survey standards as prescribed by law
- 6) Supervise Level crew setting 1st and 2nd order bench levels as required by the survey request

Achievements / Hobbies

Santa Fe County Fair Board President 2001-2002

Santa Fe County Fair Board Vice President 2000-2001

Santa Fe County Fair Board Member 2000-2008

I have been President American Game Bantam Club,

Past State Rep for the American Bantam Association,

Past State Rep for the Old English Game Bantam Club of America,

I enjoy raising pure bred and exhibition poultry along with working on my old vehicles

References :

Greg Clarke (Bureau Chief)

New Mexico Department of Transportation

1112 Cerrillos Road SF NM 87504

505 827-5419

Patrick Torres (Agent)

Santa Fe County Extension Service

3229 Rodeo Road SF NM 87507

505-471-4711

Frank Murray (Attorney)

22 Vaquero Trail SF NM 87507

505-466-2015

Daniel "Danny" Mayfield
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: August 13, 2013

To: Board of County Commissioners

From: Erik Aaboe, County Manager's Office

Subject: Re-Appointments of Members to the Santa Fe County Valuation Protest Board

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The Valuation Protest Board consists of volunteers appointed by the Board of County Commissioners (BCC) to hear property tax valuation protests.

The Board consists of two members and two alternates; one member and one alternate must demonstrate experience in the field of valuation property, the other member and alternate do not need this experience.

Members shall not be employed by the State, a political subdivision, or a school district, shall not hold an elective public office, and must be registered to vote in Santa Fe County.

On August 30, 2011 the BCC appointed two members and two alternates to serve the term of August 30, 2011 for a 2 year term expiring August 30, 2013.

In June 2013, Mr. Marcos Trujillo, the Alternate Member for the position not requiring experience resigned from the Board.
The three Protest Valuation Board members currently serving on the Santa Fe County Protest Valuation Board have submitted their Letters of Interest indicating their continued interest to serve on this Board.

RECOMMENDATION:

Staff recommends the following board members be re-appointed for a second term, Beginning August 13, 2013 – August 13, 2015:

Member requiring valuation experience:

Roger Carson
(Lives in Dt 1)

Alternate for member requiring valuation experience:
Signe Lindell
(lives on District 4)

Member not requiring experience:
Gil Tercero
(lives in District 2)

ATTACHMENTS:
Letters of Interest seeking Re-Appointment

Gilbert Tercero
7 B North Horizon Lane
Santa Fe, NM 87507

May 31, 2013

Dear Santa Fe County Commission:

As per your request, I am hereby submitting my letter of interest to continue serving on the Valuation Protest Board for Santa Fe County.

Sincerely,

Gilbert Tercero

June 7, 2013

Greetings Ms. Roybal,

Please consider this letter my willingness to continue serving on the County Protest Valuation Board. Please advise should you need other documentation.

Sincerely,

Signe Lindell
147 Gonzales Rd #20
Santa Fe NM 87501
505-660-7879

Roger Carson
645 East Barcelona
Santa Fe, New Mexico 87505

June 28, 2013

To Whom It May Concern:

This letter is sent to confirm that I have a continued interest serving on the Santa Fe County Tax Valuation Protest Board. My term is nearing its end and if the Board of County Commissioners approves, I would be delighted to serve another term.

Thank you,

Roger Carson
Santa Fe County Tax Valuation Protest Board Member

Marcos P. Trujillo
28 Arroyo Elfego Gomez
El Rancho, New Mexico 87506

June 25, 2013

Dear Santa Fe County Commissioners,

I would like to write and thank you for providing me the opportunity to serve on the Santa Fe County Protest Valuation Board. I was appointed to the Board on August 1, 2012 to fulfill a vacant board seat. I understand that my board term will expire August 30, 2013.

Please accept this Letter as my Letter of Continued Interest to serve as a Member on the Santa Fe County Protest Valuation Board. I thank you for your consideration.

Sincerely,

Marcos P. Trujillo

Daniel "Danny" Mayfield
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: *August 13, 2013*

TO: *Board of County Commissioners*

FROM: *Erik Aaboe, County Manager's Office* EA

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting August 13, 2013*

APPOINTMENT OF COMMISSIONER CHAVEZ AS THE PRIMARY MEMBER TO THE NCRTD AND COMMISSIONER ANAYA AS THE ALTERNATE MEMBER TO THE NCRTD. (MANAGER'S OFFICE/ERIK AABOE)

BACKGROUND AND SUMMARY:

One member of the Board of County Commissioners is to serve on the North Central Regional Transit District Board of Directors (NCRTD) to represent the interests of Santa Fe County. Commissioner Miguel M. Chavez has agreed to serve on the NCRTD Board of Directors with the support of the Commission. Commissioner Robert A. Anaya has agreed to serve as an alternate on the NCRTD Board.

ACTION REQUESTED:

Please vote to approve the appointment of Miguel Chavez as the NCRTD Board member representing Santa Fe County and Robert Anaya as the alternate Santa Fe County member on the NCRTD Board of Directors.

Daniel "Danny" Mayfield
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

CASE NO. CDRC MP 12-5060 ROBERT AND BERNADETTE ANAYA MASTER PLAN ZONING
ROBERT AND BERNADETTE ANAYA, APPLICANTS

ORDER

THIS MATTER came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on June 11, 2013, on the Application of Robert and Bernadette Anaya (hereinafter referred to as "the Applicants") for Master Plan Zoning approval for a commercial towing business as a Special Use under the Village of Agua Fria Zoning District Ordinance Use Table (Ordinance No. 2007-2) on 0.33 acres. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicants request Master Plan Zoning approval to allow a towing business on 0.33 acres ±. The request is to allow the storage of eight (8) tow trucks on the site. The Applicants propose to divide the existing .70 acre ± parcel and create a .33 acre ± lot to be utilized for the towing business. The remaining lot, which is where the Applicants currently reside, will remain residential.
2. The property is located at 2253 Ben Lane, within the Traditional Community of Agua Fria, within Section 31, Township 17 North, Range 9 East.

102 Grant Ave. • P.O. Box 276 • Santa Fe, New Mexico 87504-0276 • 505-986-6200 • Fax: 505-995-2740
www.santafecountynm.gov

3. On April 18, 2013, the County Development Review Committee (CDRC) met and acted on this case. The request before the CDRC was for Master Plan Zoning and Preliminary Development Plan approval. Staff recommended Master Plan approval as the request for Preliminary Development Plan was incomplete due to non-compliance with Article V, § 7.1.2.e & § 7.1.2.j (Development Plan Requirements) and Article III, § 4.4 (Development and Design Standards). The decision of the CDRC was to recommend **approval of the Applicants' request for Master Plan** and denial of the Applicants' request for Preliminary Development Plan. The Applicants have since altered the submittal to reflect the request for Master Plan Zoning only.
4. Ordinance No. 2007-2, § 10.5 (Village of Agua Fria Zoning District Use Table) states: "a Special Use is allowed only if a Development Plan and Master Plan are reviewed and approved by the Board of County Commissioners".
5. Article V, § 5.2.1.b (Master Plan Procedure) states: "a Master Plan is comprehensive in establishing the scope of a project, yet is less detailed than a development plan. It provides a means for the County Development Review Committee and the Board to review projects and the sub-divider to obtain concept approval for proposed development without the necessity of expending large sums of money for the submittals required for a preliminary and final plat approval".
6. The Applicants state that there is a need for the tow trucks to be in close proximity to their residence to be able to respond to any emergency calls in a

timely fashion. The Applicants also state that they wish to utilize the .33 acre site to store personal recreational vehicles. The Applicants have operated a growing towing business in the vicinity for many years.

7. The Application is comprehensive in establishing the scope of the project.
8. The Application satisfies the submittal requirements set forth in the Land Development Code.
9. Merit Bennett and Talia Kosh, on behalf of the Applicants, submitted material and testified in support of the Master Plan.
10. The Applicants, Robert and Bernadette Anaya, spoke in favor of the Master Plan.
11. Rosemary Medrano and Henry and Georgia Romero spoke in opposition to the Master Plan. The opponents concerns included increased traffic on Agua Fria, accessibility of emergency vehicles, parking of tow trucks along Ben Lane, noise, flashing lights, 24 hour activity and the development being contrary to the goals set forth by the Traditional Community of Agua Fria to maintain and nurture a peaceful family neighborhood environment.
12. Staff recommended the following conditions for approval of the Application:
    a) Master Plan with appropriate signatures, shall be recorded with the County Clerk, per **Article V, § 5.2.5.**
    b) Preliminary and Final Development Plan shall be submitted in a timely manner, meeting all criteria set forth in **Article V, § 7,** to be reviewed and presented to the CDRC for consideration.

c) The Applicant shall comply with Ordinance No. 2007-2, § 10.6 (Density & Dimensional Standards).

d) Storage of towed vehicles shall not be permitted on this site as per the 1989 decision of the Extraterritorial Zoning Authority. A note stating that the storage of towed vehicles on the site shall not be allowed shall be placed on the Master Plan.

13. Members of the BCC requested the following conditions for approval of the Application:

    a) No more than three small tow trucks and two large tow trucks may be stored on the site at any given time.

    b) The Applicants shall submit Preliminary and Final Development Plan to the County Development Review Committee for consideration within 90 days of approval of this Order.

14. The Application for Master Plan Zoning for a commercial towing business as a Special Use under the Village of Agua Fria Zoning District Ordinance Use Table (Ordinance No. 2007-2) on 0.33 acres should be approved conditioned on the Applicants complying with Staff and BCC conditions.

IT IS THEREFORE ORDERED that the Applicants are granted Master Plan Zoning for a commercial towing business as a Special Use under the Village of Agua Fria Zoning District Ordinance Use Table (Ordinance No. 2007-2) subject to the following conditions:

1. The Master Plan with appropriate signatures, shall be recorded with the County Clerk, per Article V, § 5.2.5;

2. A Preliminary and Final Development Plan shall be submitted within ninety days of issuance of this Order, meeting all criteria set forth in Article V, § 7, to be reviewed and presented to the CDRC for consideration;

3. The Applicants shall comply with Ordinance No. 2007-2, § 10.6 (Density & Dimensional Standards);

4. Storage of towed vehicles shall not be permitted on this site as per the 1989 decision of the Extraterritorial Zoning Authority. A note stating that the storage of towed vehicles on the site shall not be allowed shall be placed on the Master Plan;

5. No more than three small tow trucks and two large tow trucks may be on the site at any given time.

IT IS SO ORDERED.

This Order was approved by the Board of County Commissioners of Santa Fe County on this _____day of _____ 2013.

The Board of County Commissioners of Santa Fe County

By: _____
BCC Chairperson

Attest:

_____

Geraldine Salazar, County Clerk

Approved as to form:

_____

Stephen C. Ross, County Attorney

COMMISSIONER ANAYA: Are you okay? It's in your district, Madam Chair.

CHAIR HOLIAN: Okay. Then I will make a motion then to approve with staff conditions.

COMMISSIONER ANAYA: Second.

CHAIR HOLIAN: Okay. I have a motion and a second for approval with staff conditions for BCC Case #13-5150.

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

CHAIR HOLIAN: Thank you, Mike and thank you, Mr. Shrader. Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, I have a lot of questions that come in and I rely on Vicki and Wayne and Penny to answer a lot of those questions on a daily basis. And just coupling on what Commissioner Stefanics says, I think we need to make sure we're all on the same page as to what's in the recommended code and that staff is all on the same page with that because I too agree that there are some structures that are for ag purposes or small accessory structures in nature that we shouldn't be overburdening our public and shouldn't even have permits in several of those cases. So as long as we're clear across the board and everybody's singing on the same sheet of music I think that's going to be important because right now, it is required for everything. Right, Mr. Dalton?

WAYNE DALTON (Land Use): Madam Chair, Commissioner Anaya, that's correct.

COMMISSIONER ANAYA: Thank you, Madam Chair.

CHAIR HOLIAN: Thank you.

XVIII. A. 2. <u>CDRC CASE # Z 13-5060 Robert & Bernadette Anaya Master Plan/Preliminary Development Plan</u>. Robert & Bernadette Anaya, Applicants, Talia Kosh, Agent, Request Master Plan Zoning Approval for a Commercial Towing Business as a Special Use Under the Village of Agua Fria Zoning District Ordinance Use Table (Ordinance No. 2007-2). The Property is Located at 2253 Ben Lane, within the Traditional Community of Agua Fria, within Section 31, Township 17 North, Range 9 East (Commission District 2) *[Exhibit 2: Letter of Opposition]*

JOSE LARRAÑAGA (Case Manager): Thank you, Madam Chair. On August 14, 2012, the Board of County Commissioners approved a request, by the Applicants, for a variance to allow a towing business as a Special Use under Ordinance No. 2007-2, § 10.5, Village of Agua Fria Zoning District Use Table. A special use is an allowed use which is subject to Master Plan approval by the BCC. The use as a towing company falls under the

category of vehicle service not listed which is not allowed as a use as outlined in the commercial use category within the Traditional Community Zoning District.

On April 18, 2013, the County Development Review Committee met and acted on this case. The request before the CDRC was for Master Plan Zoning and Preliminary Development Plan approval. Staff recommended Master Plan approval as the request for Preliminary Development Plan was incomplete due to non-compliance with Article V, § 7.1.2.e & § 7.1.2.j, and Article III, § 4.4. The decision of the CDRC was to recommend approval of the Applicants' request for Master Plan and denial of the Applicants request for Preliminary Development Plan. The Applicants have since altered the submittal to reflect the request for Master Plan Zoning only.

The Applicants request master plan zoning approval to allow a towing business on .33 acres. The request is to allow the storage of eight tow trucks on the site. The Applicants propose to divide the existing .70-acre parcel and create a .33-acre lot to be utilized for the towing business. The remaining lot, which is where the Applicants currently reside, will remain as residential.

The Applicants state that there is a need for the tow trucks to be in close proximity to their residence to be able to respond to any emergency calls in a timely fashion. The Applicants also state that they wish to utilize the .33-acre site to store personal recreational vehicles.

Staff's response: the .33 acre site shall maintain a hammerhead 60' in length and 20' in width, parking spaces for eight large tow trucks, and the circulation of these vehicles, landscape, retention ponds and a dumpster. To combine the placement of two recreational vehicles, one boat, two low-boy trailers and other personal vehicles with the proposed towing business may significantly hinder the business activity on the site.

Ordinance No. 2007-2, § 10 states, a Special Use is allowed only if a Development Plan and Master Plan are reviewed and approved by the Board of County Commissioners.

Article V, § 5.2.1.b states: a Master Plan is comprehensive in establishing the scope of a project, yet is less detailed than a development plan. It provides a means for the County Development Review Committee and the Board to review projects and the subdivider to obtain concept approval for proposed development without the necessity of expending large sums of money for the submittals required for a preliminary and final plat approval.

Article V, § 5.2.4.b.2 & 3state, the County Development Review Committee and Board shall consider the following criteria in making determinations and recommendations for approval or amendment of master plans. Suitability of the site to accommodate the proposed development; suitability of the proposed uses and intensity of development at the location.

Building and Development Services staff have reviewed this project for compliance with pertinent Code requirements and have found that the facts presented support the request for Master Plan: the Application is comprehensive in establishing the scope of the project; the Application satisfies the submittal requirements set forth in the Land Development Code. The review comments from State Agencies and County staff have established findings that this

Application is in compliance with state requirements, Ordinance No. 2007-2 and Article V, § 5, Master Plan Procedures of the Land Development Code.

Staff recommendation is approval for Master Plan Zoning to allow the storage of eight tow trucks, to be utilized as a towing business, on .33 acres, subject to the following conditions. Madam Chair, may I enter these conditions into the record?

CHAIR HOLIAN: Yes, you may.

[The conditions are as follows:]

1. Master Plan with appropriate signatures shall be recorded with the County Clerk, per Article V, § 5.2.5.
2. Preliminary and Final Development Plan shall be submitted within a timely manner, meeting all criteria set forth in Article V, § 7, to be reviewed and presented to the CDRC for consideration.
3. The Applicant shall comply with Ordinance No. 2007-2, § 10.6 (Density & Dimensional Standards).
4. Storage of towed vehicles shall not be permitted on this site as per the 1989 decision of the Extraterritorial Zoning Authority. A note stating that the storage of towed vehicles on the site shall not be allowed shall be placed on the Master Plan.

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

CHAIR HOLIAN: Are there any questions for staff? Commissioner Chavez.

COMMISSIONER CHAVEZ: Yes, Mr. Larrañaga, in your – the information that you provided in the packet, on page 4 of your amended letter/request for master plan, you stated under the category or the paragraph of access and fire code, you stated that the driveway entrance meets the 20-foot minimum width, however, access does not meet the required 28-foot radius. So in this case it seems as though we're accepting the minimum requirements, so I wanted to just raise that as a question. This is also – this language is also in Appendix H, I believe.

CHAIR HOLIAN: What page are you on, Commissioner Chavez? Is it called NB-20?

COMMISSIONER CHAVEZ: NBA-20, actually 21. And I didn't see that, Mr. Larrañaga, in your conditions of approval. Well, maybe because we're accepting the minimum requirements.

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, this is part of the submittal from the applicant. Again, the master plan is conceptual. In the drawings they are showing conceptually that they do have, that they're going to need the 28-foot radius as you see in NBA-35. They show that, and then the access road is –

COMMISSIONER CHAVEZ: So is there a better – if you look at Exhibit 2, also, is that what you're referencing?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, that's correct.

COMMISSIONER CHAVEZ: Okay, so that – the master plan in Exhibit 2, that shows the 28-foot easement then? The 28-foot radius?

MR. LARRANAGA: Madam Chair, Commissioner Chavez, correct. That's on NBA-35. Conceptually they are showing the radius on that.

COMMISSIONER CHAVEZ: Thank you, Madam Chair. That's one question I had, and then the other question I have in reading your summary, Mr. Larrañaga, there's discussion about the number of trucks in one paragraph that says eight large tow trucks and in another section it says the application shows a nine-space gravel parking lot. Can you explain that?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, yes. Originally they came in for eight tow trucks and when they brought in the drawings the drawings illustrated nine spaces where the tow trucks were supposed to park. That would be to the north side, if you look at that same exhibit on the master plan drawings on Exhibit 2. On the north side, that's where the tow trucks are to be parked, but they came in with nine spaces.

COMMISSIONER CHAVEZ: So we're really approving – the correct number of spaces would be eight then.

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, the amount of tow trucks that they're requesting is eight They're showing nine spaces but for eight tow trucks.

COMMISSIONER CHAVEZ: Okay, well, that confused me a little bit. And then in here there's language that says eight tow trucks, just simple, and then eight large tow trucks. Are they all the same size tow truck?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, they are different sizes. There are some semi-tow trucks to tow semi vehicles or semi-trucks, or larger vehicles I should say. But there are the platform trucks where they can load a car onto it.

COMMISSIONER CHAVEZ: And so the 60-foot hammerhead and the 28-foot radius accommodates the larger vehicles?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, actually the radius for the access on Ben Lane off of Agua Fria, that was actually brought up by Fire because of the width of the road, and Buster Patty is here so he could probably explain that a little better, but because of the width of the road at 20 feet they need that 28-foot radius. The hammerhead is actually for a Fire Marshal requirement also because it is a dead-end road and that way they have room to turn around their equipment in case of an emergency.

CHAIR HOLIAN: Marshal Patty, would you like to address the 28-foot radius?

BUSTER PATTY (Fire Marshal): Madam Chair, Commissioner Chavez, the 28-foot inside radius is what is actually in the code book for a 20-foot wide road entrance. As you can well see, in the city sometimes the radius on the curves is much less than that. That's because the road gets wider. As the road is wider the radius can be much less. But on a 20-foot wide road it requires a minimum of a 28-foot inside radius on the curves to accommodate fire equipment, which would in turn accommodate any size truck that he has.

CHAIR HOLIAN: Any further questions?

COMMISSIONER CHAVEZ: That's it. Thank you, Madam Chair.

CHAIR HOLIAN: Commissioner Mayfield and then Commissioner Stefanics.

COMMISSIONER MAYFIELD: Thank you. Question for staff, please. Mr. Larrañaga, as far as the agency review, why did you contact NMDOT and what approval did they give?

MR. LARRAÑAGA: Madam Chair, Commissioner Mayfield, any master plan or development plan usually goes to DOT, even though it's not off a DOT right-of-way, but automatically we send them to DOT, to Environmental, to State Historic Preservation, for their review and comments.

COMMISSIONER MAYFIELD: And just because of the business and I guess my background, would you think of contacting the PRC to see if they would have any thoughts on the business and the site location?

MR. LARRAÑAGA: Madam Chair, Commissioner Mayfield, we probably won't ever send it to them. What we're looking for, again, is how it fits into the Agua Fria ordinance, how it complies with that ordinance and the Land Development Code.

COMMISSIONER MAYFIELD: Okay. That's all I had for now, Madam Chair. Thank you.

CHAIR HOLIAN: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Madam Chair and thank you, Jose. A couple questions. I believe that this has carried over for a while, correct?

MR. LARRAÑAGA: Madam Chair, Commissioner Stefanics, that's correct.

COMMISSIONER STEFANICS: And we had requested that a mediation occur? I'm reading in here that Commissioner Virginia Vigil requested that.

MR. LARRAÑAGA: Madam Chair, Commissioner Stefanics, that's correct. During the variance process there was mediation recommended by this Board, by the Board of County Commissioners. We did get a mediator and in the minutes it explains that the mediator was here at the hearing. The mediator said that they couldn't do any kind of mediation and that's when the Board went forward with the approval of the variance.

COMMISSIONER STEFANICS: So are you indicating, Madam Chair, Jose, that in the mediation there was absolutely no negotiation that occurred?

MR. LARRAÑAGA: Madam Chair, Commissioner Stefanics, there was no mediation at all.

COMMISSIONER STEFANICS: Okay. So Madam Chair, Jose, based upon some of the questions that Commissioner Chavez was asking, would it be possible as we proceed to think about conditions that would limit the number of vehicles on that property? Because I remember there was other property for storage of vehicles, but I wondering if the number of vehicles that are permitted there would appease some of the community. Has that come to any discussion?

MR. LARRANAGA: Madam Chair, Commissioner Stefanics, there hasn't been any formal discussion with the applicant as far as limiting them. I believe staff has kind of reviewed it for eight tow trucks. The applicant threw in the personal vehicles and flat bed trailers and so on. They did come up – one of the reasons we recommended denial of the

preliminary development plan at CDRC, at that point in time they didn't have a circulation plan. They have since submitted a circulation plan and proved to us that the do have room and be able to circulate those vehicles, personal vehicles and eight tow trucks on that piece of property.

COMMISSIONER STEFANICS: Thank you, Madam Chair. That's all for now.

CHAIR HOLIAN: Any further questions for staff? Is the applicant here? Please come forward, and if you are not an attorney please be sworn in and state your name and address for the record.

TALIA KOSH: Madam Chair, Talia Kosh, attorney for the applicant.

[Robert Anaya and Bernadette Anaya were sworn in.]

BERNADETTE ANAYA: Yes.

ROBERT ANAYA: Yes.

MS. KOSH: Madam Chair, Thank you. I'd just like to stress that this master plan is a conceptual plan and again Jose, Mr. Larrañaga, has spoken to the fact that currently, because we did provide a circulation plan that we do have a bit more than what's needed for a master plan and of course we have many more details to establish and provide ahead of us. But we would just like to remind the Commissioners that this is a request for master plan at this time.

CHAIR HOLIAN: Thank you, Ms. Kosh. Any further comments at this point? Any questions for the applicants?

COMMISSIONER CHAVEZ: I have –

CHAIR HOLIAN: Yes, Commissioner Chavez.

COMMISSIONER CHAVEZ: Could you tell us, of the eight trucks that you're going to have there how many are the larger trucks that you use for your larger calls or your larger vehicles?

MS. KOSH: Commissioner Chavez, that was a question that I did want to address and I want Mr. Anaya to speak to in total an explanation of all the wreckers that will be parked back there.

MR. ANAYA: Could you repeat the question, please?

COMMISSIONER CHAVEZ: Well, I just was asking, of the eight tow trucks that you're going to be parking there – I guess I'll have maybe two or three questions under that. You're requesting to park eight tow trucks there. Are those eight going to be parked there all the time? And of those eight, how many are the larger trucks and how many are the smaller trucks.

MR. ANAYA: Of the eight we have four.

COMMISSIONER CHAVEZ: Four larger trucks.

MR. ANAYA: They vary in size. They vary in size from a 20-ton wrecker to a 50-ton wrecker.

COMMISSIONER CHAVEZ: 20 to 50-ton. But are they all the same length?

MR. ANAYA: No, they're not.

COMMISSIONER CHAVEZ: Okay, 20 to 50-ton. And then the other four are the smaller tow trucks.

MR. ANAYA: They're what you call your smaller to medium size tow trucks.

COMMISSIONER CHAVEZ: Okay. And then are all eight parked there all the time?

MR. ANAYA: It's hard to say all the time, but most of the time.

COMMISSIONER CHAVEZ: Okay. Well, here's my dilemma. I know that this is conceptual, but conceptually I have a hard time, with all due respect to the Anayas, with a towing company in the middle of a residential neighborhood. Because essentially, the Agua Fria Village is a neighborhood. That's how I look at it. And so my struggle is to try to balance the need for you to have your business on a property that you've owned and you've been operating that business there for I guess 20 years now – granted, without a permit. That's beside the point right now. And so I want to balance your needs with the needs of the neighborhood.

So the first question I want to ask is – and I think Commissioner Stefanics was going in that direction – I would be more comfortable allowing you to continue your business there but only permitting or allowing the small, the four small trucks to be there. Okay? That would be my preference. Then I also want to ask the applicant, because the condition of approval of the 28-foot radius was not in the conditions of approval. Are you going to be able to invest in that property to make those improvements?

MS. KOSH: Commissioner Chavez, just one comment on your first suggestion on parking the four smaller vehicles there.

COMMISSIONER CHAVEZ: Larger.

MS. KOSH: Well, not parking the larger ones is what you suggested, correct? We'd just like to remind the Commission that this variance as requested – and I understand your concerns but it was approved conditional upon our meeting all of the different code requirement which, yes, is still in front of us and we still are making attempts to secure that radius including the movement of – and an application to move the PNM pole among other issues that are still in front of us for the preliminary and final. There's a lot more detail that will have to go into this. We do understand that.

COMMISSIONER CHAVEZ: So you're accepting the need to make the investment for that 28-foot radius?

MS. KOSH: Yes, Commissioner Chavez.

COMMISSIONER CHAVEZ: And you would accept that as a condition of approval?

MS. KOSH: I believe that that is – that that was a condition of approval moving forward with the variance by this Commission. And one other comment, just on the area in general, is there's many mixed-use, small businesses in the area and other tow trucks companies in the area so taking into account the mixed-use nature of the neighborhood that they live in, we'd just like to remind the Commissioners of that fact.

COMMISSIONER CHAVEZ: Okay. I want to ask staff a question. Mr. Larrañaga, this 28-foot easement, is it something that the applicant has to – I know that they've acknowledged that it has to be done. If we approve this and they're not able to do that 28-foot radius, then what happens?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, if the master plan gets approved – again, it's conceptual and we record that – they would have to come back with the preliminary and final development plan to go forward to the CDRC, the County Development Review Committee. With that final development plan they would have to show easement. They would have to replat the property also to split the property into two .32-acre lots, and they would have to show the radius on that with the easement. So if they acquire the easement or if they just get the easement from the property owners that would have to be shown on that plat and on the final development plan. On the plat, to separate the property to show the easement, that signature of the property owner, if they're just allowing that easement would have to be on that plat also. So basically they couldn't go forward with any kind of preliminary or final development plan without those radiuses.

COMMISSIONER CHAVEZ: Okay. I want to go back to the variance that was approved, and this is something that I kind of inherited, so bear with me. The variance granted conceptual approval to park eight tow trucks on the lot that will be designated as commercial.

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, no. The variance was to allow to be considered as a special use under the table of the Agua Fria ordinance. Now they are considered – a tow truck company is now considered a special use. Under the special use they have to come forward to the CDRC and to this Board with a master plan and also with the preliminary and final development plan, meeting all the other requirements of the Agua Fria Ordinance, and the Land Development Code.

COMMISSIONER CHAVEZ: Okay, so the number eight is only the number of trucks they're working with. That's what they run their business with, and the circulation pattern or plan that you've identified accommodates those eight vehicles.

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, yes.

COMMISSIONER CHAVEZ: If they're all there at the same time?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, yes. If they're all there. I did scale it off when they submitted so they have enough – I believe each parking area is like 30 feet – I was just glancing at it now. It's about 30 feet deep and they have approximately from 40 to 50, almost 60 feet to back out or drive forward and back into those parking spaces, plus also they proved that they can accommodate some other vehicles, whether it's a mobile home or a camper trailer or whatever on the other side if they're all parked correctly and of course in designated parking spaces. At final development plan they will have to designate those parking spaces through parking bumpers, which could be railroad ties and that would designate the parking.

COMMISSIONER CHAVEZ: Okay, and then there was also a concern about safety vehicles not being able to access some of the residential properties along Ben Lane or in that general area. Will that be addressed with this master plan if it's approved?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, I believe you're talking about tow vehicles parked on Ben Lane and possibly Mr. Patty can address this as far as access. Naturally, if there's a large tow truck parked on Ben Lane it would be harder for the Fire Department to get in there with an ambulance or a fire truck or whatever the case may be, and get out, to circulate. So, yes, we would – they haven't submitted anything that they are going to park on Ben Lane. Part of that would maybe be part of the business license. If approved through the master plan and development plan the applicant would have to get a business license to stow the tow trucks there and get a home occupation for the residence so they could do their calls and receipts and everything else. Part of those conditions would be that they wouldn't be parking on Ben Lane.

COMMISSIONER CHAVEZ: Are you okay with that? Good. Okay.

CHAIR HOLIAN: Any further questions?

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, I, like Commissioner Stefanics, remember the discussion – we had several discussions related with this case and I, as reflected in the minutes, advocated that they be able to sustain their business and continue operating their business. But if you also look in the minutes at my comments I also reflected that there was also going to have to be some give and take associated with going forward and it would meet exactly the letter of what exists today. So I just wanted to offer that comment to couple with Commissioner Stefanics' comments. And the reason I make that comment is because I believe in the dialogue that we were having as Commissioners, and Commissioner Chavez wasn't here at the time, some of the compromise that was struck on the Commission was based around that premise that there would be some compromise associated with operations.

So I just want to say that on the record and articulate that if there's any tow trucks that exist in the full business, right now, today, and had existed for that period of 20 years. Or you've built up your business over time, correct?

MR. ANAYA: That's correct.

COMMISSIONER ANAYA: Okay. I just wanted to make that comment because I think it was reflected clearly by Commissioner Stefanics.

MS. KOSH: And Commissioner Anaya, if I may speak to that, the give and take and the sacrifices that need to be made to sort of accommodate the interests of the community at large. They are giving up a significant amount of space for the hammerhead for the entire community of Ben Lane, and that's space that they will not be able to build on or get back, and that benefits the entire community. So I just would like to speak to that.

CHAIR HOLIAN: Thank you, Ms. Kosh. Okay. This is a public hearing. Is there anybody here that would like to speak on this case, either in favor or in opposition? Please raise your hand. And perhaps you could all stand up and be sworn in at the same time.

[Those wishing to speak were administered the oath.]

CHAIR HOLIAN: and please begin to come forward and when you come to the podium please state your name and address for the record. And please speak into the microphone.

[Previously sworn, Rosemary Medrano testified as follows:]

ROSEMARY MEDRANO: Madam Commissioner, members of the Board, my name is Rosemary Medrano and I live at 2094 Botulph Road in the City of Santa Fe. However, I do own property down in the Village of Agua Fria within 100 feet as designated for notification and anyone who has concerns. A couple of things I think that in the hearing tonight have kind of bothered me is that initially, we're talking that eight tow trucks are going to be parked on that property. Now we're hearing that they have nine space for trucks and we're also talking about spaces for recreational vehicles. So that is a concern because if this variance is granted, how are things going to change along the way. If the master plan is approved, the variance is granted. It's my understanding again that everything is in a conceptual environment right now so we really don't know what the end result is going to be. But those are concerns.

When the initial application was made my husband and I submitted a letter to the Commission addressing our concerns in total regarding the allowance of the variance for this business. I would like to take this time now to read the letter as it was issued back in June of 2012, and you should have a copy of this letter in your files. In this letter we're stating that this letter is in response to the owners of the property owners regarding a public hearing for a variance of Ordinance No. 2007-2, Village of Agua Fria Zoning District, etc. to allow a towing business as a special use under the Zoning Use Table.

We are writing to formally record out opposition to the request for a variance. Our concerns are many but for now I can think of at least nine important one. Please seriously consider the following: increased traffic congestion. Granting a variance will result in more in and out traffic flow to the business from the narrow Agua Fria Street by both business operation vehicles and personal vehicle inquiries. Safety and lifesaving events. Increased traffic flow to the business will cause increased interruption and delay of the already congested Agua Fria traffic causing safety issues for law enforcement and lifesaving emergency vehicle response teams.

Current and future property values. Granting a variance will no doubt negatively impact property values now and in the future. Area is designated as residential, and I think that's something that we need to keep in mind here and I appreciate Commissioner Chavez' recognition of that and Commissioner Vigil's recognition of that at the last hearing. Homes for families, children and the elderly. Allowing this variance will result in degrading its intended purpose. Increased noise and light pollution. Granting this variance will create

noise, light pollution undesirable disruption to living standards and unrest to the immediate neighborhood.

Generally a towing business is a 24-hour operation. As such the allowing this variance will increase activity and create undesirable loud noises, wandering vehicle night lights and tow truck flashing lights at all times during the night and the daytime, not to mention the disruption it creates to neighborhood animals and dogs at night.

Granting variance is contrary to traditional community of Agua Fria neighborhood goals. The purpose of the traditional community of Agua Fria is to maintain and nurture a comfortable and peaceful family neighborhood environment.

Dangerous and unhealthy environment. Granting this variance will create an unhealthy and dangerous environment for curious neighborhood children and adults. Junk metal, storage of vehicles brings safety and metal junk concerns. Storage of vehicles and junk metal is an ideal place to breed rodents, snakes, diseases and hazards normally not controlled by easy means. Storage of junk vehicles. Vehicles that are not claimed and/or abandoned become an eyesore and/or become ignored. These vehicles become orphans and are likely never removed from the area for years because of various reasons.

This is all documented, like I said, I the letter that was issued and brought to the County on June 7, 2012. I would like to submit a copy of that for the record. *[Exhibit 3]*

CHAIR HOLIAN: Yes, please give it to our staff.

MS. MEDRANO: And in closing, I would just like to say that we are in opposition of approval of the master plan and we are in opposition of granting the variance for special use. Thank you for your time.

CHAIR HOLIAN: Thank you, Ms. Medrano. Next.

[Previously sworn, Henry Romero testified as follows:]

HENRY ROMERO: Good evening. My name is Henry Romero and I am opposing this variance for many reasons, mostly for what Rosemary just mentioned. The pollution of lights, traffic, the movement of vehicles, not to mention that those tow trucks are parked within ten inches of our wall. I also understand that they indicated ten feet. They're definitely not ten feet from our wall. They're within eight to ten inches from our wall. Sometimes back when our wall was knocked down some of those booms were sticking into our own property; that's how close they were backed up. We have pictures indicating those trucks are too close to our wall, and if they approve this variance that's going to continue to go on and on and on. It's been going on for many years.

Also, not to forget, they have not been in that area, that business for 24 years like they mentioned. Actually, they were denied 24 years ago from parking junk cars and using the property as keeping old vehicles for whatever reason. I don't know. There's even a burned truck right now on that property. That's not a recreational vehicle. And then they also mentioned there's only eight tow trucks. At one time they mentioned ten tow trucks. Why they have so many trucks backed up to the wall, I don't understand that and I'm really getting upset with that tonight.

I'm sorry to say this but at this time I'm very upset with the whole situation because the County is not doing their job. You all have not done your job. The PRC has not done their job. Mr. Mayfield at one time worked for PRC. He's aware of all this that's been going on. There's just been a slap on the wrist and it continues and continues. And now I'm getting fed up with it. I'm sorry to say this, but it's true, they're not working, not to our satisfaction or the other neighbors next to the Anayas, which are my other cousins. Those people have to deal with that traffic every day on a daily basis. They have kids, they have grandkids that are back and forth. They have their pets. And that's going to continue to go on and on if this is approved.

Right now they're actually abusing us by parking those trucks that close to our wall. I'm not comfortable with that at all. That's all I have to say.

CHAIR HOLIAN: Thank you, Mr. Romero. Next.

[Previously sworn, Georgia Romero testified as follows:]

GEORGIA ROMERO: First I want to thank Rosemary for her letter because it kind of puts everything into a nutshell. We're talking about ten families. That's what the Anayas say, it affects ten families. They have over a dozen children running in that neighborhood where these tow trucks go to the very end of the property. Yes, there are other businesses in Agua Fria but they all have direct access to the road. They don't go through ten residences to get back onto Agua Fria Street. And then the mixed-use of other companies, every one of those other companies has a County license to work in Santa Fe, in the Santa Fe County area. Two companies did not and it was brought to the attention of the committee. Those two were in the city limits. Everybody else has a license.

In 1989 he was denied parking back there. That's 24 years ago, and he doesn't know he needs a license? If you look at the paperwork it just suddenly came to their attention. It did after they hit our wall. He said it was $200 to $500 of damage; it was $7,000. To this day he has not settled with our insurance company. We're still out our deposit to get the wall going, to get it down. We've had all kinds of problems. They still back up, right up to the wall. I have pictures to show you where they're like inches.

CHAIR HOLIAN: Perhaps you can give the pictures to staff and they will pass them out.

MS. ROMERO: We are dealing with noise, we are dealing with toxic smoke. There's a picture of a truck there that when they turn them on they throw this big thing of diesel smoke up into the air. You can't hang clothes on your clothesline. You hear those trucks coming, I run for my life. I almost died at the last incident. By minutes, I wasn't there when he hit the wall. I had been out getting clothes off my clothesline. You can't barbeque, and the ten residences, people want to have birthday parties, they want to have graduations, they're going to have showers – it just goes on and on. You can't have anything with tow trucks coming right down in front of your house. Because all these pieces of land that are right there where they're going to be trucking are on .75 of an acre, so they're all right there on that easement.

And right now they're not only just parking – they not only park in the back over by our property, because our property runs the whole wall – I mean a wall runs the whole length of their property, of all their properties. And they park on an easement. They park in front of our gas meters. In an emergency, they're this far away from our gas meters. The gas company can't even get in there to do anything. And it's gone on and on. He testified that he parks ten feet away from the gas meters and from the wall. Well, if he lies down – what is he? Less than six feet? If he lies down the back tires of his truck are going to run over him when he backs up to park his trucks.

He said that every one of those railroad ties has been stamped into the ground. It has not been stamped into the ground. We submitted Exhibit 14 and if he is going to be approved we want truck parking blocks and bumpers, we want bollards, a six-inch minimum diameter with 48 inches above ground and two feet underground. We want evergreen trees to block. We've done our research. We know that the tree has to be planted five feet from the wall with still another five feet on the other side. We want trees every five feet scattered so that we don't have to see his trucks. And we don't want little six-foot, eight-foot trees; we want nice tall ones, ten, twelve feet trees.

That would be like 20, 21 trees because they went out there and measured off this land to cover that area. And then he wants personal recreation vehicles. We have burnt trucks. He's got wrecked trucks. He's got tires. Is all that going to go or do we have to put up with that? Because that brings rodents. And on top of rodents, last year, well the summer – not last summer but the summer before we worked with the feral cat program at the animal shelter. We had 27 cats fixed. Every one of them was poisoned. There's a picture of a dead kitten there where they just ran over it. They would get off their trucks and walk right over it and they would not pick it up.

And all this started when they knocked down our wall, because then we wanted a way to keep him off the wall, keep him out of our yard because the back end of the trucks are being parked into our yard when the wall was down. We had to get a restraining order to be able to fix out wall. Matter of fact, he said his friend was going to do it, well, that friend, when our insurance company got everything together and we got a contractor to build the wall and we got a plasterer, his construction friend hired our plasterer to go plaster for him on another job because his construction work doesn't do plastering.

So in case you decide to accept it I know there's more than eight tow trucks because he reported eight to the County originally. He reported ten to PRC, because we've been working with that. He has numerous violations with PRC because he did not report hitting our wall with damage over $1,000. They were working without CTLs they were questioning their medical certificates for forgery. I have a report for each of you if you want it. It's been a can of worms and we're still dealing with it. It's been a year and a half. And right now, those radiuses off of Agua Fria, the people up there, the C de Bacas don't want to give them that space. They know they're not going to get it. They have to lie. They have to resurvey. All those things before anything can get done.

And then they park on that easement. They park in front of their trailer and cars have to go around them. They block driveways for the C de Bacas, for the other people on that drive. And if you're going to do this they have to have a time limit for the development plan, and a short one. They've been at it; they're not building any buildings. All they're doing is making a parking. And we're asking you please not to approve again, because it affects ten families and there's like a dozen little children running around. There are pets, elderly people.

And yes, you may know what you're doing as a driver but you don't know if you're going to hit gravel, if you're going to – if a child is going to run in front of you. What happens when someone gets hurt? And right now, they need that radius because when they drive out to Agua Fria and they're coming back into Ben's Lane, they drive forward and have to back up into the other lane, onto oncoming traffic. What happens if there's an emergency or a school bus doesn't expect for them to do that? It's putting the whole village in a lot of danger. Who tells these families it's okay for your loved one or your child or your pet to die because no one took the time to really study this and look at the conflicts and know that gradually they moved back. In 1989 they were denied. In 2002, there's a paper in your packets that says her aunt said it was okay to park trucks on her property. All of it was her property, and gradually they moved back and they moved back and they moved back.

Then they were parking on Anthony C de Baca's property. When he planned to bring a trailer in there first he reported him because he didn't have the right permits and didn't want it there. And the day they brought the trailer he parked his tow trucks in there and they had to get the police department to come in make him move his tow trucks so that he could – Anthony C de Baca, Jr. – could park his trailer.

The extra harassment that goes with this, it's uncalled for. But again, I thank you for your time and I really am asking you to put a very strict time limit on it. They've had more than enough time. They've had ten months, that was extra time that was given to the by your committee over what anybody else would have gotten.

CHAIR HOLIAN: Thank you, Ms. Romero.

MS. ROMERO: Could I just say one more thing? On the internet, because Rosemary brought this up, they advertise that they are a salvage junk yard. They not only have this property, they have one on Industrial Road, and they are licensed, they have a place to work out of. It's approved by PRC. They do have a place to work. And then they have one on Prairie Dog Loop which is over by Nancy Rodriguez Center that you can see from [inaudible] all those semis and everything else that's parked there belongs to the Anayas. They have an acre and a half there.

So it's not like this is the only place they can park, and being that it does affect ten residents, I think that the committee should really, really look at this. Thank you.

CHAIR HOLIAN: Thank you, Ms. Romero. Is there anyone else here from the public who would like to speak? Seeing none, the public hearing is closed. Would the applicant like to make any follow-up comments?

MS. KOSH: Thank you, Madam Chair. Yes. I'm not going to go through every single fact that the Romeros have brought up especially. I will refer back to the initial

application that we had for variance that discussed the incredible disputed facts that have been raised, including major slander in the community, major extortion and even the allegations of forgery. These are very serious allegations that will be addressed in separate proceedings. But I would like to remind the Commission that the variance has been approved. A lot of these discussions have already occurred in front of this Commission but I do need to respond to a few of them. And then, number one, recreational vehicles have always been a part of this requires. There's five. They're very specifically laid out in the application and those were approved to be parked on that back lot. And there is sufficient room.

And that's who basically maintain that open space that they can utilize for those recreational vehicles. There's only five. Again, yes, there are nine spaces. There will only be eight vehicles are parked there whether or not the Anayas acquire more or less vehicles. We've had many conversations about this. How many can fit back there? There will be eight parked back there regardless. There are nine spaces in the plan, that's to fill out the spaces but each space can accommodate the largest wrecker, we made sure, can accommodate the largest boom. Then we're talking about making this area safer, so yes, we are going to have bollards. Yes, we are going to have railroad ties. A lot of the other requests like having 21 trees – a lot of these are, that's a lot of trees and that's a lot of water. So a lot of these details have to be considered which I think is more appropriate in preliminary and final plan.

Again, there's no increased traffic. Nothing is going to increase. It's going to maintain the level that it is currently if not less. And they have been in business there for 24 years. When they keep referring to the other neighbors from the community, in 1989 they were denied having an area in the back where they could store wrecked vehicles. So that was taken off the table in 1989. They do not tow vehicles back there. They do have a lot. And again, in response to why they need the lot on Ben Lane to park their vehicles is because their other lot is completely full of cars. They could not fit their wreckers there, and also Prairie Dog Loop is unfenced and is subject to vandalism.

They do have a city license and they were under a misconception that that is all that they needed. That is why we are here today in part. And again, the damage amounts that have been discussed are in dispute and I think that that is all I need to respond to. Thank you.

CHAIR HOLIAN: Thank you. Are there any more questions for staff or the applicant? Commissioner Chavez.

COMMISSIONER CHAVEZ: I have a question for staff. Mr. Larrañaga, the applicants and the adjoining property owners brought up an interesting concept and that is within this development or this proposal there needs to be some type of a buffer between this business activity and the residential component. I know that's going to be very hard to do because everything is so close; the lots are so small. But can you address that? I think that's addressed to some degree but just for the record, touch on that.

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, yes. In the conceptual plans that are in your packet there they are showing – well, there's an existing six-foot wall between the Romeros and this lot where the proposed storage of the tow trucks is, and the applicants have shown another block wall that would be to the west and then another

one on the south side and some landscape buffering alongside the easement. Also, the landscape, the trees, at preliminary and final we would figure out exactly how many trees they would need and so on, and that's going to have like a ten-foot buffer, and the plans they have do show bollards, so that way that protects the wall when they do back up. I would assume that the way they would use this property is they would back up the tow truck so that in the case of an emergency call they'd be able to just drive straight out. So this way they wouldn't back up into the wall; they'd hit the bollards first. And bumpers of course, railroad ties placed ten feet away from the wall so that any extension of that truck would not hit the wall.

COMMISSIONER CHAVEZ: I don't know if that's going to be enough, but I'm looking again, as I said earlier. I do respect the residential component. I appreciate that, but I also want to support small businesses as much as possible. So having said that I want to make a motion. Wait a minute. Before I make the motion, Mr. Larrañaga, a couple of other questions. Okay. So you dealt with the buffer and sort of separating that from the existing homes and that. There's no way that we can limit the hours of operation?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, the Board can put any kind of conditions on this proposal that they want but the type of business that it is, they get called at two in the morning or four in the morning.

COMMISSIONER CHAVEZ: See, and there's the rub right there, because most home occupation, if you're under the home occupation ordinance, and you're running a business like this in a residential neighborhood, you usually have hours of business, hours that you run your business. And so I had to ask, because I think that's only fair. In this case, sure, the nature of the business is going to say, well, we can't make money that way, but that's not being sensitive to the residential component completely.

So anyway, I'll move on to something else. What about the light pollution, especially at night? Can we limit that? Can there be screening on those lights or some kind of buffer to reduce that light pollution at night?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, they have proposed again, it's going to lead up to the preliminary and final development plan which they proposed. They did bring in cut sheets and lighting, solar lighting, which is lower to the ground and just kind of so you can see around the yard. Now, the lighting of the trucks, there won't be a six-foot wall around this property until they get out onto the roadway, Ben Lane, that's when you'll see the lights. And just to clarify on the business license, the zoning or the master plan that you're looking at gives them the zoning for a commercial business, so that would be a commercial business on the .33 acres, and to run the books and phone calls and stuff that they would get to go out into vehicles would be run from the home and that would be the home occupation. So in fact they would have two business licenses.

COMMISSIONER CHAVEZ: Okay. Last question. Your staff recommendation says that preliminary and final development plan shall be submitted within a timely manner. Can we impose a deadline or be specific in that area, instead of just leaving it open-ended so that nobody knows if anything is going to happen or when?

MR. LARRAÑAGA: Madam Chair, Commissioner Chavez, yes. They still are running a business without a business license so it's still a violation until they get this approved and resolved. So the master plan has to be in front of this Board within a certain time limit of approval of the variance, staff was going to pretty much in a timely manner – it could be, once the master plan's recorded it could be – because it is just a tow yard. Of course submit the preliminary and final development plan to go to the CDRC, maybe within three months to go to CDRC after the recordation of the master plan seems feasible.

COMMISSIONER CHAVEZ: Within 90 days of accepting the master plan.

MR. LARRAÑAGA: Of recording the master plan. We'd have to have staff to do the final order and get all the details done for the master plan and recorded so we could probably do that by the end of July.

COMMISSIONER CHAVEZ: Okay. And then I guess – so that would take care of that. So, Madam Chair, I'm going to take a stab at a motion. I'm going to make a motion to approve the master plan with staff's recommendations but I want to modify them and add a couple. That the preliminary and final development plan would be submitted 90 days after the master plan is recorded. And then –

MS. LUCERO: Madam Chair.

CHAIR HOLIAN: Yes, Vicki.

MS. LUCERO: Commissioner Chavez, the master plan would actually be valid for five years so that's technically how long they would have to record it, so it might be better to impose a timeline based on the approval of the master plan, which if that's what occurs tonight.

COMMISSIONER CHAVEZ: So suggest some language then that would be better.

MS. LUCERO: Something based on a timeline from the date of approval, not the date of recordation of the master plan.

COMMISSIONER CHAVEZ: Are you okay with that? Are we tracking?

CHAIR HOLIAN: Commissioner Chavez, just so I can understand, you're saying that they have to submit the preliminary plat application 90 days from master plan approval?

COMMISSIONER CHAVEZ: Well, it would be preliminary and final

CHAIR HOLIAN: Preliminary and final plat.

MS. LUCERO: Madam Chair, Commissioner Chavez, they would be required to submit both.

COMMISSIONER CHAVEZ: Okay.

CHAIR HOLIAN: Okay. Preliminary and final plat within 90 days of master plan approval. Correct?

COMMISSIONER CHAVEZ: Yes. And then my motion would only include three small trucks and two large trucks.

CHAIR HOLIAN: Three large trucks and two small –

COMMISSIONER CHAVEZ: Three small trucks and two large.

CHAIR HOLIAN: Three small and two large.

COMMISSIONER CHAVEZ: That balances the business interest and the neighborhood's needs in my mind anyway.

COMMISSIONER ANAYA: I second that.

CHAIR HOLIAN: Okay. I have a motion and a second. Do we have any further discussion? Commissioner Mayfield.

COMMISSIONER MAYFIELD: Thank you, Madam Chair. Questions, a few questions for staff and for the applicant first. One, Jose, Mr. Larrañaga, as far as the variance that we approved back in August of 2012, and I was looking through my packet, but what conditions or staff recommendations did we put on our variance?

MR. LARRAÑAGA: Madam Chair, Commissioner Mayfield, without looking at the minutes I believe the variance was, again, to allow this use to qualify as a special use and one of the conditions I remember was that it come back with the master plan within eight months of approval of the variance, which this month it met that requirement.

COMMISSIONER MAYFIELD: Well, I don't want to go by memory. I want to know if we put any actual conditions on there as far as working with the Romeros to fix their walls, working with – I just want to know what conditions were put on the variance.

COMMISSIONER STEFANICS: It's November and it's page 46 through 49.

MR. LARRAÑAGA: I'm sorry. What pages did you say, Commissioner?

COMMISSIONER STEFANICS: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: We considered it in August. It came back to us in November of 2012 is when we approved and the motion was made by Commissioner Anaya and – it's several pages, the discussion about the motion. Things kept getting added, but if you get to the November.

CHAIR HOLIAN: NBA-135.

COMMISSIONER MAYFIELD: Okay.

COMMISSIONER STEFANICS: Down at the bottom it says NBA-130, 131, that area is when we did the motion and the conditions. It went on for pages.

COMMISSIONER MAYFIELD: I'll just read through it myself.

CHAIR HOLIAN: So, Commissioner Mayfield, the question is what conditions were put on with approval of the variance?

COMMISSIONER MAYFIELD: Madam Chair, is has the applicant complied with all conditions of the variance that we imposed at the time and has staff verified that they've been in compliance?

COMMISSIONER CHAVEZ: That's a good question.

CHAIR HOLIAN: Do we have a copy of the variance, Jose?

MR. LARRAÑAGA: Madam Chair, Commissioner Mayfield, we don't put conditions on a variance. We recommend denial of a variance and therefore we don't put conditions on a variance for approval. Staff recommended denial of the variance and the only

condition as per these minutes and the final order was that they come in within eight months to present a master plan to the Board of County Commissioners.

COMMISSIONER MAYFIELD: Madam Chair and Jose –

CHAIR HOLIAN: Commissioner Mayfield.

COMMISSIONER MAYFIELD: Typically, when variances come to me on a land use case, as I recall is this Commission will move forward with approval and we do apply conditions. And I know one of the conditions was for this to come back in front of us in eight months with master plan, but I didn't know if any other conditional approvals were given for the variance at that time. That's why I want to make sure. Because again, some photos were put up here and I know there were photos given to us last time, and one of the things, talking to the Anayas also was that they did have these other sites for their yards, and I remember that conversation. I asked that conversation if they had other facilities where they're actually keeping their tow yard because I know it was just alluded to by the Romeros of what the PRC did or didn't do, and they do, the PRC requires a yard where individuals can pick up their vehicles or not pick up their vehicles. In the minutes the Anayas, if I recall, said this is just to store their towing vehicles, not to store any of their – I don't want to even say salvaged vehicles but their recovered vehicles. They take these vehicles to their actual tow yard.

But in the pictures that were just given to us by Ms. Romero, I don't know the date of these pictures or not and I don't know if they're entered into the record of not, but I still see some pretty old vehicles on that property. So I just want to make sure that if that variance at that time said that these vehicles need to be off that property, they need to be off that property. And if they need to be moved to their storage yard then that's where they need to be moved. I want to know if staff has gone out there and assessed that and I don't know if that was a condition of our last, of our variance when we moved forward with it or if not –

CHAIR HOLIAN: Commissioner Mayfield, could I just respond to that? In reading through this it looks like the motion was to approve the variance but then there was toward the end, Commissioner Stefanics made an amendment that if this is a livelihood that has to be adapted, changed, relocated there is a period of time in which to do that. And so it was mostly the imposition of a –

COMMISSIONER STEFANICS: Madam Chair, there's language in there that says you amended Commissioner Anaya's – you put an amendment on Commissioner Anaya's – you put a different condition, and I haven't found that yet.

CHAIR HOLIAN: Okay. Commissioner Chavez, would you like to respond or perhaps Vicki could clarify.

MS. LUCERO: Madam Chair, I was just reading through the minutes and Commissioner Anaya made the motion to approve with conditions represented by Commissioner Holian is what it says, to make sure that they're adequately reflected on the record. But I have to go back and see where there are actually conditions.

COMMISSIONER ANAYA: I could help, provide some clarity.

CHAIR HOLIAN: Yes. We need clarity. Thank you, Commissioner Anaya.

COMMISSIONER ANAYA: So if you follow through with that recommendation, I asked the question, Madam Chair, made a motion for approval with conditions relative of fire, noted by Commissioner Holian and staff conditions contained on the case if there are any. Are there any? Chair Stefanics: There were no conditions provided. Mr. Larrañaga: Madam Chair, Commissioner Anaya, there were no conditions, just recommendations for denial. Then if you go to the next page it speaks to the questions that I raised that had them been voted down at that time, and I'm paraphrasing now, they would have ceased to have a functional business. Then the question was asked, this continues to afford them the opportunity to go through that process. If they do not get this approval today, then they have to cease and desist operations. Mr. Larrañaga says, Madam Chair, Commissioner Anaya, that's correct.

Mr. Larrañaga: Madam Chair, Commissioner Anaya, yes, the master plan process, preliminary and final development plan meeting all code requirements, which is exactly what we're here with master plan, not preliminary and final. So – and it's reflected in the minutes, based on those discussions the master plan is before us today and there were no conditions established or requirements. That was the purpose of this process in master plan and preliminary and final development plan approval.

So I think the motion on the table is in order.

COMMISSIONER MAYFIELD: And that's fine, but I still have a couple questions.

CHAIR HOLIAN: Yes. You still have the floor, Commissioner Mayfield.

COMMISSIONER MAYFIELD: So again, going back to the site and hearing what the motion is, respecting that the Anayas have all their vehicles that they need to try to accommodate, and that this other site should not be a site for any type of storage vehicles, recovery vehicles. And I think hearing the night sky issues, the start-up vehicle issues of the community – I'm just going to say it – I wouldn't want my son woken up at 3:00 in the morning by a truck starting up or light shining in my bedroom eight. But understanding a long-standing business has been there. That's where the compromise has to take place. But looking at all these pictures that were just afforded to us, I don't know. I'm going to have to ask the applicant Are these – I'm going to call them abandoned – are these vehicles that are not being worked on, are they still on the site? Have they been cleaned up?

MS. KOSH: Commissioner Mayfield, I believe that you are viewing pictures of –

COMMISSIONER MAYFIELD: I'll hand them to you. I don't know if you've had an opportunity to see them. So I think if we can hand them –

MS. KOSH: Yes. I'll take a look at them but I'm assuming that they're pictures of the damaged wall?

COMMISSIONER MAYFIELD: No, no. They're pictures of the whole grounds.

MR. ANAYA: These are vehicles that I personally own.

COMMISSIONER MAYFIELD: Okay. And Mr. Anaya, I appreciate that because then in the request that you have, and I read it somewhere, I guess in one of the pages, so there was a request to have, say, eight towing vehicles. I think there was a request – and let me – I highlighted it somewhere. There was a request to have – here it is. I'm on the summary page and it's staff's summary page. There was a request for staff's response for eight large tow truck vehicles, the circulation of these vehicles, retention ponds, dumpsters, the combination, the placement of two recreational vehicles, one boat, two low-boy trailers and other personal vehicles. So how may personal vehicles are we talking about on the property?

MR. ANAYA: I presume about maybe ten, twelve vehicles that are personally mine, that are registered in my name. Which I have parked at my residence as well as parked back there.

COMMISSIONER MAYFIELD: I'm just going to ask this question. Are they all running vehicles?

MR. ANAYA: Yes, they are.

COMMISSIONER MAYFIELD: Okay.

MR. ANAYA: Excuse me. The only two that are not running are the two burnt vehicles that I purchased, and I purchased those to pull the motors out.

COMMISSIONER MAYFIELD: Yes, and I think that's one of the photos. I thought I saw a truck.

MR. ANAYA: Yes, there's two burnt vehicles.

COMMISSIONER MAYFIELD: Okay, well I guess Commissioner Chavez is – that may be a different issue we have to look at. And I guess that's where I was looking at some of the community concerns, having to deal with – and there's a lot of tires I saw in those pictures. Those are other issues I think for site cleanup that would have to be addressed as far as yard maintenance for the community that maybe would have concerns with that that we would have to have addressed in the master plan.

As far as from the attorney I believe, and I'm going to bring this up because it was brought up. Santa Fe County does have a water-harvesting plan and regardless of water being used or not I know this Commission has voted on water harvesting. I know that was a recommendation. You were asking that we not consider that? But I think this Commission has put that in as conditional of all of our –

MR. ANAYA: Yes, that was brought to the attention – the person that was working on the actual site plan, but due to the topography of the property, that piece of property sites higher than all the other parts of the property so we thought putting in a holding pond where the water's not going to be sitting didn't make any sense. It can be done, but it didn't make any sense.

COMMISSIONER MAYFIELD: Mr. Anaya, I would maybe agree with you on that but I know that I've kind of have this same thought on this bench but it just kind of seems standard fare for this Commission and I don't see how we can do it on one circumstance and not another one. I guess it's something for us to talk up here.

Another question I need to ask, Mr. Anaya, do you do any maintenance of your vehicles on your site, where you, say, like repair engines or any type of –

MR. ANAYA: Yes, we do. We also race cars and we do other activities. Our ABTVs, we ride those. There's stuff that everyone else out here does and I mean I just – like everyone else, having an RV or a motorcycle or a boat or whatever, we have one. It's just our concern was when this whole master plan went into effect, how were we going to be able to utilize the property so that we wouldn't be in violation if we did. And that's why a lot of this stuff was put into this guidelines that putting together for you guys.

COMMISSIONER MAYFIELD: Okay. And I just wanted all that to be – in case there were questions asked, saying, look, later on, there's maintenance of these vehicles and everything else. That's why it's all put out on to the table. I didn't see this in this plan? Is it somewhere else in here that it wasn't mentioned? Do you have that in there? Your attorney has that in the recommendation here?

MR. ANAYA: Not that I know, sir.

COMMISSIONER MAYFIELD: Okay. That's all I have, Madam Chair. I just wanted to make sure that that was all disclosed. So I guess there's a motion on the floor.

CHAIR HOLIAN: Any further discussion? Questions. All right. We have a motion.

MS. KOSH: Madam Chair, I'm sorry to address you. Mr. Bennett, who is also counsel for the Anayas would also like to make one comment if you don't mind.

CHAIR HOLIAN: Yes. Mr. Bennett.

MERIT BENNETT: Good evening. I wanted to lend a little more perspective that I think might be helpful for the Commission. I've known the Anayas personally for 26 years. I've known them since two years before they started this business and I now the family quite well and I'm quite close to them. There seems to be something missing from this hearing, a perspective that I think needs to be considered. If you will take note that the only opposition in this room to the Anayas' plan is are two individuals who live on the other side of the wall that they bumped into. And that's why we're here, because the Anayas backed up a truck. It bumped into the Romeros' wall. The Romeros can't see the Anayas' property. They can't see their trucks. They don't have children over there, and you have to look at that perspective. The only other person in opposition here is a person who owns property there but doesn't live there. That's the opposition now before the Commission.

There's been a mention of what is in the interest of the community. Well, let's talk about that. This business has for 24 years been pulling people out of wrecks, ravines, ditches, car crashes and they have contracts with City Police, County officials, State Police, that they're obligated to perform. And in order to be able to perform those contracts for our community and pull somebody out of trouble in the middle of the night, they have to have those vehicles, all sizes, immediately available to respond to a call from law enforcement or some other emergency force.

You have to take that into account. You can't just start to limit vehicles arbitrarily, because each vehicle is specified for a particular job. You can't just begin to put arbitrary

hours on an operation. And if you will note also, they've never, ever, in 24 years had any accident involving any member of this community. The residents who live on the other side of the wall, with the Anayas, are not before you tonight. They're not complaining about the business that's been conducted here for 24 years. Because they all know the service that the Anayas provide to this community. And I think that's missing here, and it's important to take that into consideration, that service to the community into consideration, when you contemplate actions that will limit an ongoing business upon which this family survives and many other people survive. This is a business of service. And to limit this business – they're not asking to expand it. They're saying we will stay at this level but then to take away from it to me takes something from the community and me having known this family for this long, it just doesn't feel right as a human, and certainly as a friend of the Anayas and a friend of Agua Fria and a friend of my community.

So I would just ask the Commission to take that into consideration.

CHAIR HOLIAN: Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, I'm going to make one more comment. I applaud Mr. Bennett for fulfilling your obligation as a legal representative of the Anayas and making the comments that you made based on your perspective and your fees associated with your legal representation and your knowledge of this family. Commissioner Mayfield and I, when this particular issue came up, and Commissioner Stefanics, voted on a split vote, three to two to afford this process to take place that we're sitting in today. Commissioner Mayfield and I can be reflected in the minutes and Commissioner Stefanics, and all the Commission at the time asking critical questions, raising concerns, bringing up compromise and other relevant issues associated with the business. No one advocated more than us that voted in the affirmative, myself being one of the ones that had probably the most to say about sustaining a business.

All that being said, had it not been for three Commissioners at the time affording the process to take place, this business wouldn't be functional. I knew from that discussion that there was going to be a need for some compromise and Commissioner Stefanics re-emphasized that and that's reflected in the minutes. Commissioner Mayfield reflected that compromise, who also voted in the affirmative of other issues that may need to be addressed between preliminary and final development plat approval. I think this is an allowable motion, if it passes, that provides reasonable use of functional property and will not put this business out of business.

I think Commissioner Chavez' motion touches on all aspects of the vehicles. It allows for the small and medium size, three of them, and allows for the very large vehicles. So, respecting your perspective and your fashion that you presented it as legal representatives for the Anayas, I can only hope, but that's okay, that you would hear some of the perspective that I brought forth and that Commissioner Chavez, Commissioner Holian, Commissioner Mayfield and Commissioner Stefanics brought forth in the discussion. But this solely exists because my colleagues had enough courage to say we'll let it go to the next step but there's going to be some compromise.

So that's the corpus of my comments and I applaud Commissioner Chavez and this entire Commission on the discussion that transpired in two very difficult and lengthy meetings where it wasn't just a couple people here. There was people on both sides. Supporting the business, a large group and there was a fair amount of people that were in opposition as well. So I respect you and I hope that whatever decision rendered that we can all respect and progress on to the next phase if that's the wishes of the Commission. Thank you, Madam Chair.

CHAIR HOLIAN: Commissioner Chavez.

COMMISSIONER CHAVEZ: Yes, and I didn't mean to be arbitrary at all. This is not an easy decision for me either way, because we're not going to make anybody happy. And I'm concerned about those that are not here, more than those are here, because we're not hearing from the ones that are not here but they will still be affected in one way or another. They may not know that. But I'm just doing the best I can and hope that the business can adjust and it can continue to operate there and to provide the service that they're providing. So let's call for the vote.

CHAIR HOLIAN: Thank you, Commissioner. We have a motion and a second on the floor for approval of CDRC case #Z -13-5060 with staff conditions and with the extra conditions that the preliminary and final plat application is submitted within 90 days of the master plan approval, and that three small and two large trucks may be parked on the property at any given time.

The motion passed by majority [4-1] voice vote with Commissioner Stefanics casting the nay vote.

XIX. ADJOURNMENT

Having completed the agenda and with no further business to come before this body, Chair Holian declared this meeting adjourned at 9:20 p.m.

Approved by:

Kathy Holian

Board of County Commissioners
Kathy Holian, Chair

ATTEST TO:

Daniel "Danny" Mayfield
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

CASE NO. PCEV 13-5160
MISCELLANEOUS
LACKEHART INC., APPLICANT

ORDER

THIS MATTER came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on July 9, 2013, on the Application of Lackehart Inc. (hereinafter referred to as "the Applicant") for approval to vacate a platted ten foot (10') wide private equestrian and pedestrian easement on two lots totaling 25 acres. The BCC, having reviewed the Application and supplemental materials, staff reports and conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests approval to vacate a platted ten foot (10') wide private equestrian and pedestrian easement on two lots which is located on the northern boundary of tract 8A and 8B, at #4 and #15 Lone Coyote Ridge, within Section 22, Township 15 North, Range 10 East ("Property").

2. The properties are currently vacant

3. Article V, Section 5.7 of the Land Development Code states in part:

> "In approving the vacation of all or part of a final plat, the Board shall decide whether the vacation will adversely affect interests of persons on contiguous land or persons within the subdivision being vacated."

4. The subject tracts are two legal lots of record, which were created by way of lot split in 1992. No other property owners have used this private equestrian and pedestrian easement. The Applicant has stated that the vacation of the private equestrian and pedestrian easement would not adversely affect the interests of persons on contiguous property.

5. Staff recommended imposition of the following condition if the application was granted; the Final Plat (Tract 8A and 8B) shall be filed with the County Clerk's Office with a note stating that the ten foot (10') wide private equestrian and pedestrian easement is vacated.

6. In support of the Application, the Applicant agreed with the conditions recommended by staff.

7. Staff received several letters that were in favor of the Application and one member of the public spoke in favor of the Application. No members of the public spoke in opposition to the Application.

8. The Application is well taken and should be granted.

WHEREFORE, the Board of County Commissioners of Santa Fe County hereby approves the request to vacate the platted ten foot (10') wide private equestrian and pedestrian easement located at the northern boundary of tract 8A and 8B at #4 and #15 Lone Coyote Ridge, provided the Applicant places the plat note described in paragraph 5 above on a recorded Final Plat.

IT IS SO ORDERED.

This Order was approved by the Board of County Commissioners of Santa Fe County on this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS

By: _____
Kathy Holian, Chair

ATTEST:

_____
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

_____
Stephen C. Ross, County Attorney

you.

CHAIR HOLIAN: Thank you. Shall we put this discussion off for a future meeting?

COMMISSIONER ANAYA: I'd actually like to have a conversation offline with the Commissioners and thoughts, but yes, I think we should probably engage it. Because I think the public should hear what the rest of the Commission feels and we need to make some changes to make sure there's some open dialogue. I'm open to that.

CHAIR HOLIAN: Commissioner Chavez.

COMMISSIONER CHAVEZ: I like that idea, Commissioner Anaya, and the only thing I would add to that is that maybe we ask the steering committee to do a presentation before the County Commission to see where they are, what their thoughts are. Maybe they have some ideas or accomplishments that we don't know about. And I'd like to hear from them and have everyone in the same room at the same time. And I think that could be part of where you're going. Thank you, Madam Chair.

XVII. PUBLIC HEARINGS

A. Growth Management Department

1. BCC CASE #PCEV 13-5160 Lackehart Inc. Vacation of Easement. Lackehart Inc., Applicant, Requests Approval to Vacate a Platted Ten Foot (10') Wide Private Equestrian and Pedestrian Easement on Two (2) Lots Totaling 25 Acres. The Properties Are Located at #4 and #15 Lone Coyote Ridge, in the Vicinity of Eldorado, within Section 22, Township 15 North, Range 10 East *[Exhibit 5: 3 Letters of Support]*

MIKE ROMERO (Review Specialist): Good evening, Madam Chair, Commissioners. The subject properties were created by way of a lot split in 1992 and are considered legal lots of record. The Applicant requests to vacate a ten-foot wide private equestrian and pedestrian easement on two vacant lots. The subject easement is located on the northern boundary of Tracts 8A and 8B, which intersects with a ten-foot wide drainage and utility easement that runs from north to south between the Applicant's eastern property line and the Eldorado Wilderness. The Applicant states that the private equestrian and pedestrian easement is not a legally permitted access and was created without the consent of Eldorado's Community Homeowners Improvement Association and the owners of the Eldorado Community Preserve. The Applicant also states that the private equestrian and pedestrian easement is not used by the Eldorado Community and the Applicant believes that the terrain is not suitable for walking or horseback riding and presents a liability for the Applicant.

Staff recommendations: Approval to vacate a platted ten-foot wide private equestrian and pedestrian easement on two lots totaling 25 acres, subject to the following conditions. May I enter these into the record?

CHAIR HOLIAN: Yes, you may.

[The condition is as follows:]

1. The Applicant shall file the portion of the Final Plat (Tract 8A and 8B) affected by the vacated easement with the County Clerk's Office (As per Article V § 5.7.3).

MR. ROMERO: Before I stand for any questions, there was just a correction. These lots were created by way of lot split in 1992, not 1991 as indicated in the report.

CHAIR HOLIAN: Thank you. Are there any questions for staff? Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Madam Chair. Was there any opposition in any other hearings about this?

MR. ROMERO: Madam Chair, Commissioner Stefanics, no, there wasn't. There's been no opposition. There's been people in favor for removing the dedication of the easement.

COMMISSIONER STEFANICS: Okay. That's all for right now.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: I guess, to tie Commissioner Stefanics' question to mine, who's using it legally if it's an easement that's legal but yet somebody's using it illegally? Who's using it illegally and what are they using it for? You're saying they're accessing the preserve through it? And wouldn't that be a good thing?

MR. ROMERO: Madam Chair, Commissioner Anaya, according to the information that the applicant provided us that prior to – when the lot split was created in1992 the applicant that created the lot split should have gone through the Eldorado Preserve and the homeowners association prior to indicating the [inaudible] on the plat, which according to records from those associations was never done, prior to. Staff conducted a site visit. I went out to the property. There are no indications of a visible trail. There's no signage that there's a trail out there for equestrian/pedestrian easement, and there are other trailheads that actually lead into the preserve other than just from that property. So this isn't just the only way in and out. There's multiple ones that access through other areas of the preserve.

COMMISSIONER ANAYA: Madam Chair, did we communicate with those other property owners relative to their easement? What I'm trying to quantify is why is this easement necessary to vacate and others to leave in place? Help me understand what exists and do we communicate with other property owners that have similar easements on their property?

MR. ROMERO: Pertaining to this certain type of vacation of easement, this is the first one I've taken forth to the Board, as far as communication regarding this easement to the neighbors, other than what's been provided by the applicant for noticing their neighbors, I don't think the County's extended any information to the other property owners with other easements like this. Regarding this particular vacation the neighbors are aware that this is being vacated and have sent in emails stating that they're for getting this easement vacated. As to some of the other ones throughout different properties about the county, specifically to this, I'm not too sure if other property owners have been notified

about it. I don't know if that answers your question, Commissioner Anaya.

COMMISSIONER ANAYA: That's okay. I'll just listen for now and I might have some other comments later.

CHAIR HOLIAN: Thank you. Mike, I have a question. It sounds to me like this particular easement just connects Camino Acote sort of to the preserve. Is that correct?

MR. ROMERO: That is correct.

CHAIR HOLIAN: And it doesn't actually sound – so it doesn't connect to any other trails?

MR. ROMERO: It does not connect to any other trails.

CHAIR HOLIAN: And it doesn't sound like it's being used.

MR. ROMERO: From my understanding from the property owners, it is not being used by the Eldorado community, and just from my inspection of it it doesn't look like there's even been a trail that has been created either through pedestrians walking on the trail through the property owner's property, or any signs of any type of tracks from horses.

CHAIR HOLIAN: Okay. Thank you. Is the applicant here? Would you like to step forward and please be sworn in and state your name and address for the record.

[Duly sworn, Toni Carroll testified as follows:]

TONI CARROLL: My name is Toni Carroll. My address is 39 Condesa Road, Santa Fe, New Mexico, 87508.

CHAIR HOLIAN: Is there anything you would like to add, Ms. Carroll?

MS. CARROLL: Yes, what I would like to add is that when we discovered this easement was on our property we contacted the Eldorado Community Improvement Association to determine whether it was something that they were aware of that had been – that had never been developed or was something that was planning to be developed. And they informed us that – this is how we discovered that it was not a legal easement and did not connect to any trails or proposed trail. And they were not aware of any easement from Camino Acote into the community preserve. One of the items in your packet on page 14 is a letter from the Eldorado Community Improvement Association stating that they were not aware of any access off of Camino Acote.

The other thing is that this property is located within Lot 15-A2, not within the community of Eldorado and the lot owners there are not owners of the ECIA. The community preserve was established solely for the use of members of – who lived in or own property in the Eldorado community and are members of the ECIA. Therefore, anyone who lives in Lot 15-A2 is not legally supposed to access or use the community preserve. This easement across our property has never been used. It's not platted on anything – I shouldn't say not platted. It's not indicated on any of the brochures or information that is provided by the Eldorado Community Improvement Association and that are included in your packet on pages 15, 16 and 17, particular 17. I would point to the location of our tract and the location of all of the existing maintained trails by the Eldorado Community Improvement Association. And there's lots of access trails but there are no access trails across from Camino Acote into the preserve.

Where this easement ends it ends at a very steep drop-off that no one who is hiking or riding a horse – it's just not a safe location. So it's not a location that somehow in the

future might be something that the Eldorado Community Association would even develop as an easement for access into the preserve.

CHAIR HOLIAN: Okay. Thank you, Ms. Carroll. Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, and thank you very much for being here. So your tract, the tract that we're talking about, is nowhere near the highway.

MS. CARROLL: No.

COMMISSIONER STEFANICS: Okay. Thank you very much.

CHAIR HOLIAN: Are there any other questions for the applicant? Okay, seeing none, this is a public hearing. Is there anybody here who would like to speak on this case, either in favor or in opposition? Please step forward, and if you're not an attorney please be sworn in.

[Duly sworn, Gregory Hart testified as follows:]

GREGORY HART: Gregory Hart, 160 Camino Acote, Santa Fe. Hi. I'm the president of the homeowners association in Lot 15-A2 and it's my awareness that in 1991 Red Sky Land and Cattle owned the property. In their CCRs, the last statement in the CCRs was that there was an easement to the Eldorado Preserve if there was permission granted. So there was stipulated that that would happen in the future, and that's never happened. And I've been there for about 20 years and indeed no one has every used any kind of easement trail into that. So I'm definitely in favor of removing the easement.

CHAIR HOLIAN: Thank you, Mr. Hart. Is there anyone else here from the public who would like to speak on this case? Seeing none, the public hearing is closed.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: I have a few more questions. So I'm looking at the easement. Tell me, can somebody show me where the road Lone Coyote Ridge, where the road that gets to it? Where does it originate? Where does – Camino Acote, then Lone Coyote Ridge? Because I could see how people may have been thinking ahead to a potential access point into the preserve from another road. Because it comes off of a road.

MR. ROMERO: Madam Chair, Commissioner Anaya, on Exhibit #9 – correction, page 9, Exhibit #4. On the plat, down at the bottom left on the vicinity map, it indicated US 84/285 –

COMMISSIONER ANAYA: Tell me – Exhibit 4, you said?

MR. ROMERO: Yes, page #9.

COMMISSIONER ANAYA: Okay. That's exactly what I wanted to see. So let me just ask the question of my colleagues. The road clearly accesses all the way from 285 to the subject property and then there's an easement on the subject property to the preserve. So there's a definite connection to existing roads. I'm looking at Exhibit 4 on that vicinity map in the corner there. And I'm not taking anything away from the request that they have but I think there was some logic associated with wanting to try and connect a potential access point or trail off of a road. Penny, do you have any thoughts? My assumption is this came from the County, probably, is my assumption. Or the request when it was being platted or developed through the development process. There's a master plan phase and there's a redevelopment phase for the project.

MS. ELLIS-GREEN: Madam Chair, Commissioner Anaya, this was done

through an administrative summary review subdivision, and we don't actually have a requirement to create a trail. It does seem to access from Camino Acote to the wilderness area. It's for pedestrians and equestrians. I think the issue is the fact that it's only ten-foot wide, it crosses several arroyos, it terminates in an area that's very steep and probably dangerous. And also the owners of these tracts actually don't have the ability or the legal ability to use that wilderness area, because they're not actually part of the Eldorado Subdivision. So that's why the request is in front of you. I'm looking at – I believe it's page 15. The ECIA do state the four trailheads that they want people to access the wilderness area by, and this is not one of those trailheads.

COMMISSIONER ANAYA: Madam Chair, whoever wants to answer, how many property owners are we talking about in this vicinity that could access that road? Not Eldorado ECIA area, but we're talking about that whole quadrant on that east side of 285. Where's the store? Where's the store in proximity, the gas station in proximity on Exhibit 4? How close is it to that Camino Acote?

MR. ROMERO: Madam Chair, Commissioner Anaya, I would roughly states it's approximately a half mile, mile from this property.

COMMISSIONER ANAYA: I see. Okay, Madam Chair. I think there was a desire to maintain a connection and then possibly at some point they may have access to that preserve. To say they would never have access is I don't think a fair representation. I think at some point they could. But I'll just leave it at that. Thank you, Madam Chair.

CHAIR HOLIAN: Okay. If there are no further questions, what are the wishes of the Board? Commissioner Stefanics.

COMMISSIONER STEFANICS: Madam Chair, I would move for approval on this case with the staff's condition.

CHAIR HOLIAN: And I will second that. Any further discussion? Okay. We have a motion and a second for approval of BCC Case #PCEV 13-5160.

The motion passed by majority [3-1] voice vote with Commissioner Anaya casting the dissenting vote.

XVI. MATTERS FROM THE COUNTY ATTORNEY

A. Executive Session

1. Discussion of Pending or Threatened Litigation

i. *Henry Gonzales v. David Lucero Jr. and Santa Fe County*, First Judicial District Cause No. D-101-CV-2013-01687

ii. Public Regulation Case Nos. 13-00189-UT and 13-00202-UT, Jemez Mountains Electric, Pertaining to Proposed Rate Riders 4, 5 and 7 and the Proposed Second and Third Revised Rate Rider No. 2

iii. Same Sex Marriage Licenses

3. Discussion of the Purchase, Acquisition or Disposal of Real Property

CHAIR HOLIAN: Do we need an executive session, Steve?

MR. ROSS: Madam Chair, yes, we do. We need to discuss pending or

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
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: August 13, 2013

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager BT

Via: Pablo Sedillo III, Public Safety Director PS

Re: ***Request approval of Amendment No. 2 to ACC Health, Inc. Professional Services Agreement No. 2012-0218- CORR/PL to extend term and increase compensation to $295,800 (exclusive of GRT) for dental services at Correctional facilities***

Issue

The Purchasing Division and the Public Safety Department requests approval of ACC Health, Inc. Amendment No. 2 to Agreement No. 2012-00218-CORR/PL to extend the term for an additional year and to increase compensation by $153,400 for a total contract amount of $295,800 (exclusive of GRT) to provide dental care to inmates at the Santa Fe County Adult Detention Facility (ADF) and residents at the Santa Fe County Youth Development Program (YDP).

Background

The Corrections Medical Division (CMD) is responsible for providing dental care to inmates at the ADF, and residents at the YDP. It had been determined that it would be cost effective to contract these services with an outside agency and in fiscal year 2013, CMD contracted with ACC Health Inc. to provide a dentist to deliver these services at the facilities. When the County could not recruit a dental assistant, Amendment No.1 was approved to provide a dental assistant as well.

The dentist and dental assistant generally work at the facilities 20 hours per week. They use space, dental equipment and supplies provided by the County.

Action Requested

The Purchasing Division and the Public Safety Department requests approval of ACC Health, Inc. Amendment No. 2 to Agreement No. 2012-0218-CORR/PL to extend the term of the Agreement for an additional year and to increase compensation by $153,400 for a total contract amount of $295,800.

SANTA FE COUNTY
AMENDMENT NO. 2
TO THE AGREEMENT WITH ACC HEALTH, INC.
TO PROVIDE DENTAL SERVICES

THIS AMENDMENT is made and entered into this _____day of _____2013 by and between **Santa Fe County,** (hereinafter referred to as "County"), a New Mexico political subdivision, and **ACC Health, Inc.**, (hereafter referred to as "the Contractor"), a New Mexico corporation with a principal address located at 9008 Washington NE, Albuquerque, N.M. 87113.

WHEREAS, pursuant to the Procurement Code, the County procured an agreement dated July 27, 2012 with Contractor (the "Agreement") for the provision of dental services to the Santa Fe County Corrections Department;

WHEREAS, Article 15 (Modifications; Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, by Amendment No. 1 dated November 19, 2012, the County and Contractor agreed to modify the Scope of Work to include the services of a dental assistant and to increase the compensation by $17,600.00;

WHEREAS, according to Article 3 (Effective Date and Term), the Agreement is due to expire July 27, 2013 and the County has the option to extend the term of the Agreement for one (1) year by providing written notice to the Contractor;

WHEREAS, by written notice to the Contractor dated June 5, 2013, the County exercised its option to extend the term of the Agreement for one (1) year from July 27, 2013 to July 27, 2014;

WHEREAS, the County needs the continuation of dental services provided by the Contractor and both parties agree to amend Agreement No. 2012-0218-CORR/PL to incorporate the extension of the term, and increase the compensation to the Contractor for services provided from July 27, 2013 to July 27, 2014.

WHEREAS, both parties desire to enter into this Amendment.

NOW THEREFORE, it is mutually agreed between the parties to amend the Agreement as follows:

1. Article 2. COMPENSATION AND INVOICING, insert a new subparagraph A.2.a to read as follows:

   a. By Amendment No. 2 to this Agreement, the total amount payable to the Contractor exclusive of gross receipts tax shall not exceed One Hundred Fifty Three Thousand Four Hundred Dollars ($153,400.00) for the term of July 27,

2013 to July 27, 2014. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, as amended and extended, exclusive of gross receipts tax, shall not exceed **Two Hundred and Ninety Five Thousand Eight Hundred Dollars and No Cents ($295,800.00).**

2. Article 3 (EFFECTIVE DATE AND TERM), insert a new subparagraph 3.A to read as follows:

A. By written notice dated June 5, 2013, the County notified the Contractor that this Agreement shall be extended for one (1) year from July 27, 2013 to July 27, 2014 on the same terms and conditions as stated herein and a $153,400 increase in compensation.

3. All other provisions of Agreement No. 2012-0218-CORR/PL not specifically amended by Amendment No. 1, modified by the County's notice to extend dated June 5, 2013, and this Amendment No. 2, shall remain in full force and effect.

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

SANTA FE COUNTY:

_____ _____
Kathleen S. Holian, Chair Date
Santa Fe County Board of County Commissioners

ATTEST:

_____ _____
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

Roberta Ortiz for SCR July 23, 2013
Stephen C. Ross Date
Santa Fe County Attorney

Finance Department:

Teresa C. Martinez
Director

7/31/12
Date

CONTRACTOR:

Virginia Berger
(Signature)

Date

By: Virginia Berger
(Print Name)

Its: CED
(Print Title)

FEDERAL ID. NUMBER: 85-0385296

SANTA FE COUNTY
AMENDMENT NO. 1
TO THE AGREEMENT WITH ACC HEALTH, INC.
TO PROVIDE DENTAL SERVICES

THIS AMENDMENT is made and entered into this 19th day of November 2012 by and between **Santa Fe County,** (hereinafter referred to as "County"), a New Mexico political subdivision, and **ACC Health, Inc.**, (hereafter referred to as "the Contractor"), a New Mexico corporation with a principal address located at 9008 Washington NE, Albuquerque, N.M. 87113.

WHEREAS, pursuant to the Procurement Code, the County procured an agreement dated July 27, 2012 with Contractor (the "Agreement") for the provision of dental services to the Santa Fe County Corrections Department;

WHEREAS, Article 15 (Modifications; Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the County wishes to modify the Scope of Work to include the services of a dental assistant and to increase the compensation by $17,600.00; and

WHEREAS, both parties desire to enter into this Amendment.

NOW THEREFORE, it is mutually agreed between the parties to amend the Agreement as follows:

1. Article 1. SCOPE OF WORK, paragraph A is deleted in its entirety and replaced with:

   A. Be available to provide a dental services by a dentist and a dental assistant for a maximum of 20 hours (16 hours at ADF and 4 hours at YDF) per week, contingent upon the dental needs of the inmates/residents. There will be no limitation on the number of trips per week to the facilities for emergency dental services.

2. Article 2. COMPENSATION AND INVOICING, paragraph A.1) is deleted in its entirety and replaced with:

   1) County shall pay Contractor for the services satisfactorily performed by the dentist at the rate of $120.00 per hour, and for the services satisfactorily performed by the dental assistant at the rate of $27.50 per hour.

3. Article 2. COMPENSATION AND INVOICING, paragraph A.2) is deleted in its entirety and replaced with:

   2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed One Hundred Forty-Two Thousand Four Hundred Dollars ($142,400.00) per year. Any New Mexico gross receipts tax

levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

4. All other provisions of Agreement No. 2012-0218-CORR/PL not specifically amended by this Amendment No. 1 remain in full force and effect.

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

11-19-12
Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

11/14/12
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

11/16/12
Date

CONTRACTOR:

_____
(Signature)

_____
Date

By: _____
(Print Name)

Its: _____
(Print Title)

levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

4. All other provisions of Agreement No. 2012-0218-CORR/PL not specifically amended by this Amendment No. 1 remain in full force and effect.

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

11/14/12
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

Date

CONTRACTOR:

(Signature)

11/16/2012
Date

By: Ginny Berger
(Print Name)

Its: CEO
(Print Title)

FEDERAL ID. NUMBER: 85-0385296

PROFESSIONAL SERVICES AGREEMENT WITH ACC HEALTH, INC. TO PROVIDE DENTAL SERVICES

THIS AGREEMENT is made and entered into on this 24th day of July, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **ACC HEALTH, INC.** (hereinafter referred to as the "Contractor"), a New Mexico corporation with a principal address located at 9008 Washington NE, Albuquerque, N.M. 87113, (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Corrections Department is committed to providing quality and professional dental services to its inmates within a supervised and secure setting, while assuring the safety of the public, the staff and the inmates;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. 2012-0218-CORR/PL for these services;

WHEREAS, the Contractor is a licensed and accredited dentist as required by the RFP that can provide cost-effective services to the Santa Fe County Corrections Department;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall:

A. Be available to provide dental services a maximum of 20 hours (16 at ADF and 4 at YDP) per week, contingent upon the dental needs of the inmates/residents. There will be no limitations on the number of trips per week to the facilities for emergency dental services.

B. Provide routine dental services at the facilities' fully equipped dental offices to include: examinations; x-rays; restorative needs; routine extractions; and assessment of complicated treatments to determine feasibility of care at each facility's dental office or for referral to other specialists.

C. Follow-up dental care for all identified dental issues and all required dental interventions.

D. Provide dental screenings for all new intakes within fourteen (14) days of a detention inmate's/resident's arrival at the facilities, per federal requirements.

E. Provide on-call dental services as needed to include emergency dental services to inmates/residents who are in acute pain due to difficulty with teeth, gums or palate.

F. Provide for on-call substitute dental services for the facilities in the event of the contractor's absence. The contractor shall be solely responsible for payment to the designated substitute dentist. Contractor shall provide information to include licensure, qualifications, phone number and address of the substitute dentist to the Corrections Medical Administrator.

G. Document and record all services rendered in an inmate's dental record (file).

I. Conduct a thorough inventory and accounting of all instruments, equipment and supplies at the beginning of each work day, prior to seeing patients and prior to departure on same day. Any instruments, equipment and supplies that are unaccounted for shall be reported to the Corrections Medical Administrator immediately.

H. Provide and maintain records and documentation for each inmate/resident as required in the State of New Mexico, Santa Fe County and the Bureau of Prisons for the purpose of accreditation.

I. Comply with all applicable infection control practices as promulgated by OSHA and CDC.

J. Comply with the Health Insurance Portability and Accountability (HIPPA) standards for patient privacy.

K. Attend monthly meetings with the Corrections Medical Director and Administrator.

L. Contractor and designated substitute dentist shall be in compliance with all federal, state and local professional licensing requirements and shall maintain such licensure throughout the term of the agreement.

M. Contractor shall submit copies of current CPR certification as well as a TB skin test (annually) and Hepatitis B vaccination to the Facility Medical Administrator.

N. All services shall meet or exceed the requirements of all applicable regulatory, licensing and accreditation standards governing the delivery of dental services, as such standards may be amended from time to time.

O. Contractor, its agents and designee substitute dentist will complete background checks before contract award. The background checks will be conducted by the Santa Fe County Corrections Department.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1) County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of $120.00 per hour.

2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed One hundred twenty-four thousand eight hundred dollars ($124, 800) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of one (1) additional year, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. *INDEPENDENT CONTRACTOR*

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect. Upon execution of this Agreement, the County agrees that contractor will identify a designee or substitute dentist to provide dental services in Contractor's absence.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall

not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

C. Contractor shall be fully responsible for payment to its designee or substitute dentist.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. *EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE*

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the state district court of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and

upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: ACC Health Inc.
9008 Washington NE
Albuquerque, New Mexico 87113

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure

and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than $1,500,000.00 per occurence, $2,500,000.00 per aggregrate.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

7 27 12
Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

7/20/12
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

7/25/12
Date

CONTRACTOR:

(Signature)

Date

By: _____
(Print Name)

Its: _____
(Print Title)

FEDERAL TAX I.D. NUMBER:

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

7/20/12
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

Date

CONTRACTOR:

Virginia Berger
(Signature)

7-23-12
Date

By: Virginia Berger
(Print Name)

Its: CEO
(Print Title)

FEDERAL TAX I.D. NUMBER:
85-0385296

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *July 23, 2013*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Adam Leigland, Public Works Director* RM 7-31-13

ITEM AND ISSUE: AUG 13, 2013, BCC INTRODUCTION AND POSSIBLE ACTION ON RESOLUTION 2013-___, A RESOLUTION PERMITTING THE BOARD TO APPOINT A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE CONSISTING OF AT LEAST FIVE MEMBERS TO ASSIST IN THE ESTABLISHMENT OF IMPACT FEES FOR IMPLEMENTATION OF THE COUNTY'S CAPITAL IMPROVEMENT PLAN AS PART OF THE SUSTAINABLE LAND DEVELOPMENT CODE'S REQUIREMENTS AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION 2013-26.(PW-ADAM LEIGLAND)

DISCUSSION

The State Development Fees Act (NMSA 1978 paragraph 5-8-1 *et seq)* requires the creation of a capital improvements advisory committee whenever a county imposes an impact fee. The County currently has a fire impact fee and at one time it did have this requisite advisory committee, which was created by Resolution 1993-44 and periodically updated, but that committee was disbanded in 2009 as part of a larger effort to reduce the number of citizen advisory committees. Further, a citizen's advisory committee on capital improvements would add value to County's continued efforts to make its capital improvement planning more transparent in general. Also, the pending Sustainable Land Development Code once adopted, requires the use of impact fees for new developments, which necessitates the appointment of an advisory committee in order to comply with the state law. In short, staff recommends the reestablishment of the capital improvements advisory committee.

According to the statute, the committee has a specified set of tasks and a certain specified membership. The tasks are listed below.

a. Advise and assist the County in adopting land use assumptions.
b. Review the capital improvements plan and file written comments.

c. Monitor and evaluate implementation of the capital improvements plan.
d. File annual reports with respect to the progress of the capital improvements plan and report any perceived inequities in implementing the plan or imposing any impact fee.
e. Advise the County of the need to update or revise the land use assumptions, the capital improvements plan, and any impact fee.

As far as membership, the statute states that the committee cannot be less than five members and must reside in the County. Not less than two members must be representative of the real estate, development, or building industries. No member shall be employees of any governmental entity.

Befitting its cross-cutting mandate, the committee would be jointly managed by the Public Works Department and the Growth Management Department. Staff estimates that the committee will need to meet monthly for the first six months to meet tasks a and b above, but will only need to meet twice a year after that to meet the balance of its tasks.

ACTION REQUESTED:

Waiver of Resolution 2013-26 requirements and approval of subject resolution creating a capital improvements advisory committee.

Santa Fe County

Fiscal Impact Report

Department / Division: **Public Works**

Action Item to be Considered: **A Resolution to create a Capital Improvements Advisory Committee (CIAC)**

Agreement Number:

Indicate with a ☑ below	Section 1 -Identify the type of document below for BCC Consideration and Approval
☐	Revenue, e.g. Grant, charges and fees, etc.
☐	Contractual Services **(includes change orders), e.g. Professional services agreement, construction,** price agreement, joint **powers agreement, lease** agreement, **etc.**
☐	Loan/Grant Agreement
☑	Other: resolution to create an advisory committee

Indicate with a ☑ below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
☑	General Fund, e.g. property taxes, gross receipt taxes, etc.
☐	Special Revenue Funds, e.g. Fire, Indigent, etc.
☐	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
☐	Bond Proceeds **(general obligation and gross receipt** tax revenue bonds)
☐	Grant Funds. If yes, indicate the percentage and amount required % and/or $, and source. % $ Source
☐	Other:

Section 3 - Ongoing operations and maintenance (O&M) requirements:
Short Term (Specify needs for the current fiscal year only)
New FTE's # **Position** **Hourly Rate $** **Current Fiscal Year Cost $** **Annual Cost $**
Initial Costs (Vehicle, computer, office space, etc.)

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

The resolution requires the WIAC to meet at least biannually, but at least for the first several months, it is estimated that the committee will meet monthly, for an estimated 8 meetings in the first year. In the second and subsequent years, 2 meetings a year will likely suffice.

Staffing requirements: Citizen committees tend to request a lot of additional research, data collection, and analyses from staff as part of their understandable need to be as fully informed on the issues as possible. Staff time will also be required for the CIAC to 1) prepare public notices and posting of the meetings, 2) generate materials, presentations and agendas for each meeting, 3) review and approve transcribed minutes, 4) provide updates at BCC meetings, 5) travel to CIAC meetings if not at the PubWks building. Such committees also generate a certain amount of additional communication (media inquiries, e-mails and phone conversations with members, in-person meetings, etc.) that involves staff time. It is estimated that between 20-30 FTE hours will be required for each CIAC meeting, totaling 180-200 FTE hours for the first 8 meetings. If the CIAC were to meet more often, break into subcommittees, and/or sponsor public forums throughout the County, all requiring staff involvement, the FTE requirement could reach 240-360 FTE hours per year or more.

Expenses: A $40 estimate per meeting, for noticing by the newspapers - $320 total for 8 meetings/year. Prepared minutes are estimated to cost $260/meeting or $2080 total. Should CIAC request or require a study or comprehensive analyses that cannot be accomplished by the Public Works or Growth Mgmt. staff, then expenses will be incurred to retain consulting services.

Current Fiscal Year Cost $ 0 **Annual Cost $ 2400**

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

In future years, the CIAC will only need to meet twice a year, so FTE hours will drop to 60 total, and expenses to $600 per year.

Salary & Benefits:

Salary and benefits for staff time in the first year will equate to $4,350 and $1,305 in yea...

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate $

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate $	Total (next 4 years) $

Additional Narrative
(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Prepared by Adam Leigland

Reviewed by TCMartinez

File Attachment

File Attachment

File Attachment

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS RESOLUTION No. 2013 - _____

A RESOLUTION PERMITTING THE BOARD TO APPOINT A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE CONSISTING OF AT LEAST FIVE MEMBERS TO ASSIST IN THE ESTABLISHMENT OF IMPACT FEES FOR IMPLEMENTATION OF THE COUNTY'S CAPITAL IMPROVEMENTS PLAN AS PART OF THE SUSTAINABLE LAND DEVELOPMENT CODE'S REQUIREMENTS

WHEREAS, the Board of County Commissioners ("BCC") has undertaken a rigorous and transparent capital improvement planning process;

WHEREAS, the County is contemplating the imposition of a development impact fee in compliance with the New Mexico Development Fees Act ("Act") (NMSA 1978, Section 5-8-1 *et seq.*);

WHEREAS, Section 5-8-37 of the Act requires the appointment of a capital improvements advisory committee and compliance with various other provisions of the Act that include notice and public hearings, as a condition of imposing an impact fee;

WHEREAS, on November 30, 2010, this Board adopted by resolution the Santa Fe County Sustainable Growth Management Plan (SGMP), which expressed as a policy statement in furtherance of the County's enhancement of its fiscal resources the delivery of high quality public facilities and services and the establishment of "impact fees for new development for the provision of off-site public facilities and services, including but not limited to law enforcement, fire and emergency medical service, roads, water, sewer and stormwater, open space and trails";

WHEREAS, the SGMP observed that "Cities and counties in New Mexico are authorized to impose impact fees pursuant to the New Mexico Development Impact Fees Act[,]" and that one of the keys to sustainability was to "Ensure new development pays for the infrastructure and service needs that the development generates both on- and off-site[,]" as accomplished by new development participating "in funding all on- and off-site public facilities and public services the need for which is generated by the development.";

WHEREAS, the SGMP also observed that "The role of the impact fee is to shift to new development the net costs of off-site system improvements shown on the CIP[,]" and that "[t]his shifting of net costs will equitably distribute system improvement costs between the community at large and new development[,]" and that "Development impact fees are one-time charges against new development to raise new revenues to pay for new or expanded public facilities necessitated by new development.";

WHEREAS, the SGMP also observed that "The role of an impact fee program is to equitably distribute the costs of servicing new development while achieving sufficiency of capital improvement revenues[.]" and that "Impact fees exist together with proceeds from bond issues, motor fuel taxes, improvement and utility districts, and developer dedications as means of achieving adequate capital facilities[.]" and that "Together these sources should provide sufficient resources for the County to make the necessary investments for the projects shown on the CIP and have adequacy of public facilities.";

WHEREAS, the SGMP also observed that it would use the term "Capital Improvements Plan" ("CIP") instead of the national customary term "Capital Improvement Program," "in order to be consistent with the terminology of the New Mexico Development Fees Act, §5-8-37 NMSA 1978[,]" to "...ensure that the first 7 years of the CIP will concurrently represent the 7-year 'capital improvement plan' required by the Development Fees Act for impact fees.";

WHEREAS, the SGMP also observed that "New developments may be charged impact fees in order to generate funds needed to pay for capital facility expansion, or to recoup the cost of improving those facilities.";

WHEREAS, the SGMP also observed that once paid the impact fees are deposited into separate interest-bearing accounts and balances could only be removed from these accounts to fund capital improvements specified in the CIP and consistent with the limitations imposed by the Development Fees Act;

WHEREAS, the SGMP compared the use of impact fees to "Pay-As-You-Grow" programs that "help existing residents from growth-related costs," and observed that these programs were part of a variety of techniques available to the County "that allocate the public costs of development fairly and do not unduly burden existing residents.";

WHEREAS, the SGMP further observed that "Impact fees are used to close the gap for County capital expenditures[,]...have been established as reasonable sources from new developments relative to the impact these developments have on required capital needs according to a standardized approach to calculating these fees[,]" and that "This standardized approach determines the land use assumptions and impacts on levels of service multiplied by the net cost to restore service, as required by statute."; and

WHEREAS, the SGMP required the adoption of "a Sustainable Land Development Code (SLDC) to implement the SGMP[,]" observed that "The...CIP will be a significant implementation component of the SGMP and...SLDC[,]" and further observed that "[t]he SLDC should consider mechanisms to equitably finance necessary improvements to serve development such as...user and impact fees."

NOW, THEREFORE BE IT RESOLVED by the Board of the County Commissioners:

1. A Capital Improvements Advisory Committee (the Committee) is hereby created, subject to the appointment by the BCC of five (5) eligible individuals.

2. The Committee will consist of five members, at least two (2) of whom must be representative of the real estate, development, or building industries. All Committee members shall be full time residents of Santa Fe County. No member shall be employees of the County, the City of Santa Fe or any other governmental entity.

3. Members of the Committee shall be appointed by the BCC based upon submitted letters of interest, documented representative qualifications, county-wide representation, and recommendations from the Public Works Department.

4. The purpose of the Committee shall be to advise the BCC, acting through and with the assistance of the liaison, the Public Works Department staff and other County staff as appropriate, on matters related to capital improvements, land use assumptions, and impact fees within the County. Specific duties shall include:

    a. Advising and assisting the County in adopting land use assumptions;
    b. Reviewing the CIP and filing written comments;
    c. Monitoring and evaluating implementation of the CIP;
    d. Filing annual reports with respect to the progress of CIP and reporting any perceived inequities in implementing the plan or imposing any impact fee; and
    e. Advising the County of the need to update or revise the land use assumptions, the CIP, and any impact fee.

5. County staff shall make available to the Committee any professional reports it possesses with respect to developing and implementing the capital improvements plan.

6. Two members of the Committee will be appointed for an initial term of two years and three members shall be appointed for an initial term of three years. Thereafter Committee members shall serve terms of three years. In the event of a vacancy, the BCC shall appoint a member to serve out the remainder of the departing member's term, taking into consideration any recommendations from the Committee and Public Works staff to fill that vacancy. There shall be no limitation on the number of consecutive terms that a member may serve. The chair shall serve for a two-year term and shall be selected by majority vote of the members of the Committee. Members may be removed by the BCC with or without cause.

7. The Committee shall designate a chair and vice-chair and shall meet at the call of its Chair as often as is necessary to carry out its work, but no less than biannually. The meetings of the Committee shall be held at such County locations as may be conducive to visible and publicly accessible meetings. Meetings shall be held in accordance with all

County ordinances and resolutions applicable to public notice, open meetings, and rules of order followed during meetings.

8. All matters coming before the Committee shall be resolved by majority vote of a quorum of the Committee in attendance at a meeting.

9. The County Manager shall designate an employee of the County to serve as liaison to the Committee with the ability to substitute a different employee as needs arise.

10. The Committee may be dissolved at any time by resolution of the BCC.

11. Committee members shall not be entitled to receive a salary, per diem or mileage or any other form of compensation for any services they render in their capacity as members of the Committee.

12. Committee members shall be subject to the County's Code of Conduct, including any amendments, and in that regard must disqualify themselves from voting on any matter in which they have a direct personal or financial interest by reason of their employment, spousal affiliation or familial relationship.

APPROVED, ADOPTED, AND PASSED this_____ day of August, 2013.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

_____

Kathy Holian, Chair

_____

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

_____

Stephen C. Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *July 23, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* 7-31-13

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting Aug 13, 2013*
INTRODUCTION AND POSSIBLE ACTION ON RESOLUTION 2013-____, ADOPTING THE SANTA FE COUNTY, COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES FOR THE EVALUATION AND APPROVAL OF APPLICATIONS FOR THE FORMATION OF COUNTY IMPROVEMENT DISTRICTS IN SANTA FE COUNTY AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION 2013-26 (PW-ADAM LEIGLAND)

The County Improvement District Act (NMSA 4-55A-2 through 4-55A-43 (1978)) (the Act) allows New Mexico counties to create County Improvement Districts (CID), special assessment districts for the purposes of providing or improving infrastructure such as roads, utilities, flood control or storm drainage structures, railroads, and parks and open space.

Under a special assessment district, a defined area and defined level of improvements are specified. The County constructs the defined improvements, and then all property owners within the defined area pay an additional sum above normal County property taxes over a set period of time to reimburse the County for the work. If the County chooses to issue bonds to pay for the improvements, the additional sum is in the form of a higher property tax to service the debt. If the County chooses to use existing County resources, the additional sum is in the form of an assessment. In either case, only the benefitting property owners pay the additional sum, and, by state law, the additional sum for any individual property owner cannot exceed the benefit that the improvements will confer to that property owner. The terms of repayment are established by the BCC.

The Act requires a very detailed procedure for counties to follow to create a CID. The purpose of the subject resolution is to distill the state requirements into a county process that enables the BCC to make a reasoned judgment concerning the terms and conditions upon which to approve the formation of a CID and to provide clear guidance to any communities that may choose to apply to the BCC for a CID. In 2006, the BCC approved a similar resolution (Resolution 2006-40) for the

implementation of Public Improvement Districts (PID), another type of special assessment district allowed by the state. The subject policy tracks the PID policy closely.

CIDs and PIDs are slightly different methods that complement each other. PIDs will be most appropriate for high-dollar new developments and will rely on debt funding, while CIDs will be best to address less expensive deficiencies in existing communities and primarily use County reserves. Both will be very important tools for the County to implement the Sustainable Land Development Code.

The County has instituted a CID in the past, in the mid-1990's in Hyde Park Estates to pave roads. While the CID was in the end successful, in the absence of a clear policy the entire process took six years start to finish (1993 to 1999). The subject policy should speed things up considerably.

Two things to note: CIDs cannot be done on or for private infrastructure, and title to any improvements would vest with the County.

REQUESTED ACTION:
None; for discussion only at this point.

SANTA FE COUNTY

RESOLUTION NO. 2013- XX

A RESOLUTION ADOPTING THE SANTA FE COUNTY COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES FOR THE EVALUATION AND APPROVAL OF APPLICATIONS FOR THE FORMATION OF COUNTY IMPROVEMENT DISTRICTS IN SANTA FE COUNTY.

WHEREAS, the County Improvement District Act, Sections 4-55A-1 through 4-55A-43, NMSA 1978 (the "Act"), provides a mechanism for funding the construction, acquisition, repair or maintenance of improvements through the imposition of an assessment on property owners whose properties are benefitted by the improvements;

WHEREAS, the Act provides that the owners of at least 66.67 percent of the real property by assessed valuation proposed to be included in a county improvement district may petition the governing body of a county in which the district would be formed for the formation of a county improvement district;

WHEREAS, pursuant to the Act, a county improvement district may be authorized to exercise broad powers in connection with the financing of public infrastructure, including the authority to impose district property taxes, special levies and other charges, to issue general obligation bonds, special levy bonds and revenue bonds to finance public infrastructure, to purchase, sell, dedicate and otherwise convey public infrastructure, and to enter into agreements necessary or convenient to the exercise of those powers;

WHEREAS, the Board of County Commissioners (BCC) intends to assure that Santa Fe County (the County) will receive sufficient information in connection with a petition for formation of a county improvement district to enable the County to determine whether the interests of the owners of real property, residents within the proposed district and the citizens of the County will be served by the formation of a proposed county improvement district;

WHEREAS, the Board of County Commissioners recognizes the need to establish policies and procedures governing the creation of county improvement districts within the County for the purposes of:

(i) providing for the protection of present and future property owners and residents by requiring a demonstration of tangible benefits to affected property owners through the formation and operation of the proposed county improvement district;

(ii) providing for the protection of prospective purchasers and investors in bonds issued by county improvement districts by requiring minimum value to lien standards, credit support, reserve funds, resale restrictions and other protective features; and

(iii) providing for the protection of prospective applicants and the County by:

(a) establishing the required information and contents of applications for the formation of county improvement districts, to enable applicants and the County to determine objectively when such applications are complete and ready to be evaluated by the County;

(b) establishing standards for the orderly, efficient and consistent evaluation of completed applications;

(c) conserving the resources, time and effort required of applicants and the County in the application process and the assembly of related information; and

(d) establishing a schedule of application fees intended to avoid net cost to the County in the evaluation of county improvement district applications and in the formation and operation of county improvement districts;

WHEREAS, Resolution 2006-40, approved on March 14, 2006, establishes a policy for the formation and implementation of Public Improvement Districts, another type of special assessment district available to the County, enabled by the Public Improvement District Act, Sections 5-11-1 through 5-1127, NMSA 1978; and

WHEREAS, the BCC desires to have, in addition to the Public Improvement District, another financial tool for providing public infrastructure to the residents of Santa Fe County.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Santa Fe County as follows:

1. The County Improvement District Policy and Application Guidelines attached to this Resolution as Exhibit "A" are hereby approved and adopted.

2. 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.

3. All resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or ordinance, or part thereof, heretofore repealed.

APPROVED, ADOPTED AND PASSED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

_____

Kathy Holian, Chairman

Attest:

_____

Geraldine Salazar, County Clerk

Approved as to Form:

_____

Stephen C. Ross, County Attorney

EXHIBIT A.
COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES

The County of Santa Fe, New Mexico (the "County"), County Improvement District Policy and Application Procedures (the "Policy") are intended to serve as guidelines for the purpose of considering and, as appropriate, approving the establishment of county improvement districts and financing of such districts pursuant to the County Improvement District Act, Sections 4-55A-1 through 4-55A-43, NMSA 1978, as amended (the "Act"). The purpose of this Policy is to enable the Board of County Commissioners (the "BCC") to make a reasoned judgment concerning the terms and conditions upon which to approve the formation of a county improvement district (a "CID") and to provide procedures for the BCC to consider a CID Application ("Application"). The provisions of this Policy are in addition to the requirements of the Act, and are not intended to supersede the requirements of the Act that otherwise apply.

ARTICLE 1 GENERAL

Section 1.1 Basic Purposes. A CID may be used in order to construct, acquire, repair or maintain in one or more locations infrastructure or other capital improvements, including land served by any project and any right of way, easement, or privilege appurtenant or related thereto for the benefit of real property within the CID if the BCC determines that it is necessary for the public safety, health or welfare.

Section 1.2 CID. A CID should be utilized primarily in connection with the financing of infrastructure to bring the level of service in existing communities to current County standards. The range of projects identified in Section 4-55A-4 are legitimate types of projects for a CID. The BCC approval of a CID shall be based on the demonstration by an applicant (the "Applicant"), to the reasonable satisfaction of the BCC, that the CID will provide benefit to the end-users of the CID-financed infrastructure or to the County which would not otherwise be available, which benefit may include, without limitation, additional amenities, services, increased quality of development or pricing benefits. Public improvements financed by a CID must conform to applicable County policies for development. Except as expressly approved by the BCC based upon its determination that County-owned utilities will not be adversely affected, "stand-alone" utilities which compete directly or indirectly with County services shall not be financed through CIDs. Real property dedications and conveyances required by existing County policies for development, growth management and conservation shall remain in effect notwithstanding the establishment of a CID.

Section 1.3 Costs and Expenses; Reimbursement. Unless otherwise approved by the BCC or elsewhere specified in this Policy, all costs and expenses incurred by the County in connection with (i) its review of an Application, (ii) acquisition of professional services to support the application review and preliminary hearing, and (iii) the formation of a CID shall ultimately be borne by the Applicant as provided in this Policy. Costs and expenses shall include the costs of

services rendered by the CID Review Committee and services rendered by outside consultants who may be retained by the County including, but not limited to, bond counsel, financial advisers, engineers, appraisers, tax consultants, and attorneys, at the rates normally charged by those consultants. Unless otherwise specified by the BCC, if the CID is created, all such costs shall be included in the final amount of the cost of the improvements. Title to all improvements provided by the CID shall be vested in the County, however, responsibility for the operation and maintenance of the public infrastructure in the CID may be transferred to the Applicant, applicable homeowners associations, or any combination of the foregoing through applicable separately-negotiated agreements.

Section 1.4 Self-Supporting; Financing; No Impact on County. Unless otherwise approved by the BCC, the first resort for CID financing shall be County capital reserves which shall be reimbursed over time by the assessments imposed upon each tract or parcel of benefitting land. Notwithstanding anything contained in this Policy, neither the County's property, its full faith and credit nor its taxing power shall be pledged to the payment of any CID obligation or indebtedness. The amount and structure of any debt of a CID should not have any direct negative material impact on the County's debt ratings with Standard & Poor's Corporation, Moody's Investors Services, Inc., Fitch Investor Services, Inc. or any other nationally recognized bond-rating agency service then rating the County's outstanding bonds. The amount, timing, and form of financing to be used by a CID shall be determined by the Review Committee described in Article 2.

ARTICLE 2 APPLICATION AND APPROVAL PROCESS

Section 2.1 CID Review Committee. Whenever the owners of sixty-six and two-thirds percent or more of the total assessed valuation of the property which is propose for inclusion in a CID exclusive of any land owned by the United States or the state of New Mexico, petition the BCC in writing to create an improvement district and construct the improvement described in the petition, the BCC shall convene by resolution the County CID Review Committee (the "Review Committee"), which shall be composed of the County Manager, the County Finance Director, the County Public Works Director, and the County Attorney, or the successors in function to those County officials, or the designees of such officials or successors. The Review Committee is authorized to obtain the input and recommendation of the County's bond counsel and financial advisor, and input and recommendations from other County personnel concerning the legal, financial, operational, and administrative feasibility of the proposed CID financing and the sufficiency of the application and supporting documentation, and otherwise to procure any professional services necessary to provide information for review of the application and to be provided at the preliminary hearing as required by Section 4-55A-10C, NMSA 1978. The petition shall be accompanied by a Preliminary Application described in Article 3 below.

Section 2.2 Each CID Applicant shall meet with the Review Committee, which shall do the following:

(a) Make an initial determination of whether the proposed CID is consistent with the County's growth policies, land use and development policies, zoning, and other applicable regulations;

(b) Make an initial determination of whether the Applicant's ownership interest, delegation of ownership rights or other legal control of the real property proposed to be included in the CID creates standing to submit an Application;

(c) Establish a proposed schedule for (i) the Applicant's submittal of the complete Application, (ii) CID Review Committee's review of the Application for completeness, (iii) County Commission meeting or meetings for its consideration of and action on the Application and (iv), addressing such other matters as the Review Committee determines should be addressed in connection with an application;

(d) Identify any related County approvals that will be required to permit the CID, if approved by the BCC, to construct (i) improvements proposed to be financed through the CID, and (ii) additional improvements contemplated in connection with the overall project of which the proposed CID is a part.

Section 2.3 Assistance and Recommendations to Applicants not Binding on Board of County Commissioners. The Review Committee shall assist Applicants in submitting completed Applications with detail and information required to enable meaningful consideration of the Final Application by the BCC. Review Committee assistance and recommendations to Applicants or to the BCC may be considered by but shall not be binding on the BCC.

Section 2.4 Preliminary Hearing Notice. Upon the completion of the Review Committee's review process and submission to the BCC of a recommendation regarding the Final Application, the BCC shall hold a preliminary hearing on the proposed improvement district and give notice in accordance with Section 4-55A-11(B), NMSA 1978, of the preliminary hearing. The notice of the preliminary hearing shall contain:

(a) the time and place when the board will hold a preliminary hearing on the proposed improvement;

(b) the estimated cost of the improvement;

(c) the proposed boundary of the improvement district;

(4) the route of the improvement by streets or roads or location of the improvements;

(d) the location of the proposed improvement;

(e) a description of each property to be assessed;

(f) the estimated amount of the assessment against each tract or parcel of land;

(g) the amount of the cost to be assumed by the county, if any; and

(h) description of the proposed finance mechanism

(i) estimated benefit to each parcel.

Section 2.5 Preliminary Hearing.

(a) At the preliminary hearing of the BCC on the question of creating an improvement district, any owner of a tract or parcel of land to be assessed may contest:

(1) the proposed assessment;

(2) the regularity of the proceedings relating to the improvement;

(3) the benefits of the improvement; or

(4) any other matter relating to the improvement district.

(b) At the hearing the BCC may:

(1) correct any mistake or irregularity in any proceeding relating to the improvement;

(2) correct an assessment to be made against any tract or parcel of land;

(3) in case of any invalidity, reassess the cost of the improvement against a benefiting tract or parcel of land;

(4) recess the hearing from time to time.

Section 2.6 Decision of BCC. Immediately following the completion of the Preliminary Hearing, the BCC shall act on the Final Application. If, upon review of the Review Committee's recommendation and upon the evidence presented at the Preliminary Hearing, the BCC decides not to create the CID, the Final Application is denied. Costs associated with application review and the preliminary hearing shall be borne by the Applicant. If the BCC approves the Final Application, any costs associated with the application review and the preliminary hearing shall be included in the overall costs of the improvements. Within thirty days after the hearing, any owner of a tract or parcel of land to be assessed may commence an action in district court seeking an account of any error or invalidity of the proceedings relating to the improvement district to set aside or correct the assessment or any proceedings relating to the improvement district in accordance with Section 4-55A-12(D), NMSA 1978.

2.6.1 Following the decision to create the CID, the BCC shall, in accordance with 4-55A-14 and 15, NMSA 1978, cause the Review Committee to procure the engineering and construction of the improvements through contract, following the normal County procurement process. However, following advertisement for bids for the construction of the improvements, and using

the same specifications upon which the bids were requested, if the County can guarantee to construct the improvements for an amount less than the lowest bid amount, or if the County receives no bids, the County may elect to construct the improvements.

Section 2.6.2 Determination of Amount of Assessment and Creation of Proposed Assessment Roll Following Preliminary Hearing. Pursuant to Section 4-55A-12, NMSA 1978, once the improvement contract is awarded and the actual cost of constructing the improvements is known, the BCC shall determine the actual amount of the assessment against each tract or parcel of land. The BCC shall not assess the tract or parcel of land an amount greater than the actual benefit to the tract or parcel of land by reason of the enhanced value of the tract or parcel of land as a result of the improvement as ascertained at the hearing. The Board may determine what if any portion of the cost of improvements will be borne by the County. The Board may allow a fair price, based on its current value, as a setoff against any assessment against a tract or parcel of land if the owner has improved the tract or parcel of land in such a manner that the improvement may be made part of the proposed improvement. Once the actual amount of assessment is determined, the BCC shall work with its engineer and shall prepare and cause to be filed in the office of the county clerk an assessment roll containing, among other things:

(a) the name of the last known owner of the tract or parcel of land to be assessed, or if his name is unknown, state "unknown";

(b) a description of the tract or parcel of land to be assessed; and

(c) the amount of the assessment against each tract or parcel of land.

Section 2.7 Notice of Hearing and Hearing on Assessment Roll. After the filing of the assessment roll, the BCC shall, by resolution, set a time and place for the assessment hearing at which any property owner identified on the assessment roll may object to the amount of the assessment. Mailing of the notice of hearing shall be accomplished by the County Clerk in accordance with Section 4-55A-17(D), NMSA 1978. All other aspects of the statutory notice requirements shall be accomplished by the County Manager or the Manager's designee.

Section 2.8 Objections to Assessment Roll. At the hearing on the Assessment Roll, the BCC shall hear all objections which have been filed not later than three days before the date of the hearing on the assessment roll and in accordance with Section 4-55A-18, NMSA 1978. Objections shall be limited to the regularity, validity and correctness of the proceedings, the assessment roll, each assessment contained on the assessment roll, or the amount of the assessment levied against each tract or parcel of land. The BCC may recess the hearing from time to time and, by resolution, revise, correct, confirm or set aside any assessment and order another assessment be made de novo. Thereafter, the BCC by ordinance shall, by reference to the assessment roll as so modified, if modified, and as confirmed by the resolution, levy the assessments contained in the assessment roll. The assessments may be levied in stages if preliminary liens are established pursuant to Section 4-55A-7, NMSA 1978. The decision, resolution and ordinance of the board shall be:

(a) a final determination of the regularity, validity and correctness of:

(i) the proceedings;

(ii) the assessment roll;

(iii) each assessment contained on the assessment roll; and

(iv) the amount of the assessment levied against each tract or parcel of land; and

(b) conclusive upon the owners of the tract or parcel of land assessed.

Section 2.9 Adoption of an Ordinance. The ordinance adopted by the BCC shall:

(a) Establish the time and terms of paying the assessment or installments on the assessment

(b) Set any rate or rates of interest upon deferred payments of the assessment

(c) Fix penalties to be charged for delinquent payment of an assessment.

(d) Establish procedures and standards for an adjustment of assessment in order to allow transfer of a parcel free of an assessment lien, accommodate subdivision of an assessed parcel or accommodate property line corrections and adjustments without changing the original payment schedule, the priority or original amount of the assessment.

Section 2.10 Lien for Unpaid Assessment. Within sixty days after the publication or posting of the ordinance ratifying an assessment roll and levying the assessments, the county clerk shall prepare, sign, attest and record in the office of the county clerk a claim of lien for any unpaid amount due and assessed against a tract or parcel of land.

Section 2.11 Action in District Court Pertaining to the Assessment Roll. Within fifteen days after the publication of the title and general summary of the ordinance or posting of the ordinance, any owner who has filed an objection as provided above may commence an action in district court to correct or set aside the determination of the board.

Section 2.12 Time for Commencement of Construction. Construction shall commence within sixty days after the payment of the first installment of the assessment and shall be diligently prosecuted so that the construction is completed within one year from the date of commencement.

ARTICLE 3 APPLICATIONS AND APPLICATION CONTENTS

Section 3.1 Preliminary Application. Together with the petition, the Applicant shall submit a Preliminary Application, which shall contain:

(i) A description of the CID including a description of its boundaries, identity and addresses of all persons or entities with any interest in the property, and the names and addresses of any qualified electors located within the proposed boundaries. A current title report on the property and a certificate from the County Clerk shall be submitted as evidence of the names or persons with any interest in the land and qualified resident electors located within the proposed CID boundaries;

(ii) A description of the improvements;

(iii) The estimated construction costs of the improvements and anticipated completion time.

Section 3.2 Final Application. After the submission and review by the Review Committee of the petition and the Preliminary Application, the Applicant shall submit a Final Application for consideration by the BCC, which the BCC shall consider in conjunction with the recommendations of the Review Committee. The Final Application shall contain:

(a) Preliminary Application;
(b) Detailed description of the improvements;
(c) Detailed estimate of the cost of the improvements;
(d) Detailed description of costs incurred by the Review Committee;
(e) description of each property to be assessed or against which an improvement district property tax is to be imposed;
(f) the estimated amount of the assessment against each tract or parcel of land;
(g) estimated benefit to each parcel;
(h) CID formation and execution schedule;
(i) Financing and cash flow plan.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Assessments Held by County Treasurer. All assessment money collected shall be held by the county treasurer in a special account as a separate fund and used only for constructing improvements for the CID, reimbursement of the county for any work performed by the county in constructing the improvement and for administrative costs associated with the improvement district.

Section 4.2 Discretion and Waiver. Based upon the recommendations of the CID Review Committee and/or financing and legal advisors retained by the County, the BCC may approve CID Applications which do not strictly meet these policy criteria if the BCC, in its discretion, determines that the particular features of the proposed CID, the interests of future owners of property within the CID, the likelihood that the CID's projects and purposes will be successfully completed, and mechanisms protecting against default on financing, that the foregoing criteria need not be applied. Nothing in this Policy shall be construed as permitting a waiver of any State or Federal law or other County ordinance, resolution, or policy existing apart from this Policy.

Section 4.3 Indemnity. The Applicant (or such other third party acceptable to the County and the CID), shall indemnify the County and the CID and their agents and employees and shall hold the County and the CID and their agents, officers and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising from or related to the formation, operation, administration of the CID, the levying by the CID of any assessment, special levy or charge and the construction, operation and maintenance of public infrastructure financed through the CID.

Section 4.4 Amendment. All amendments to this Policy shall have a prospective effect only and shall not in any way effect or otherwise modify the approval of a preexisting CID.

Section 4.5 Incorporation of NMSA 1978, Sections 4-55A-1 et seq. To the extent this regulation fails to address matters pertaining to a CID other than provisions governing bond funding for CIDs, the provisions of Sections 4-55A-1 et seq., NMSA 1978, shall govern.

County Improvement District Process

Per Chapter 4, Article 55A NM Statues (1978)

Full citation: 4-55A-2 thru 4-55A-47

A. Process:

1. 66 2/3% (by property valuation) landowners petition Board of County Commissioners (BCC) for creation of County Improvement District (CID)
2.
3. BCC holds preliminary hearing, discussing:
    a. the estimated cost of the improvement;
    b. the boundary of the improvement district;
    c. the route of the improvement by streets or roads or location of the improvements;
    d. a description of each property to be assessed or against which an improvement district property tax is to be imposed;
    e. Estimated amount of benefit to each property to be assessed
    f. the estimated amount of the assessment against or property tax imposed upon each tract or parcel of land; and
    g. the amount of the cost to be assumed by the county, if any.
    h. Finance mechanism (revenue bond, etc)
    i. Estimated benefit to each parcel.
4. Issue contract for improvement thru County procurement process
5. Award contract
6. Based on #5, determine actual cost of improvement
7. Determine final assessment level (assessment to parcel cannot exceed estimated benefit to same parcel)
8. Create assessment roll
9. Assessment hearing
10. Implement assessment through ordinance, including setting terms of payment

B. Supporting info for preliminary hearing (Step A.3):

1. Preliminary/full design of project to determine cost, location, boundary of improvements
2. Estimate of expected benefit

C. Notes:

1. Assessment proceeds go into a special dedicated fund
2. Proceeds pay for:
    a. Cost of improvements
    b. Reimburse the county for administrative costs associated with the CID
    c. Interest and principal on any bonds

NO PACKET MATERIAL
FOR THIS ITEM

A. MISCELLANEOUS UPDATES
1. ICIP SCHEDULE

NO PACKET MATERIAL

EXECUTIVE SESSION