



COUNTY OF SANTA FE )  
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**SANTA FE**  
**BOARD OF COUNTY COMMISSIONERS**

**REGULAR MEETING**

**November 29, 2005**

- Michael Anaya, Chairman
- Harry Montoya, Vice Chair
- Paul Campos
- Jack Sullivan
- Virginia Vigil

SFC RECORDED 02/20/2006

**SANTA FE COUNTY**  
**REGULAR MEETING**  
**BOARD OF COUNTY COMMISSIONERS**

November 29, 2005

This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 10:15 a.m. by Chairman Mike Anaya, in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

Following the Pledge of Allegiance and State Pledge, roll was called by Deputy County Clerk Joella Coca and indicated the presence of a quorum as follows:

**Members Present:**

Commissioner Mike Anaya, Chairman  
Commissioner Harry Montoya, Vice Chairman  
Commissioner Paul Campos  
Commissioner Jack Sullivan  
Commissioner Virginia Vigil

**Members Absent:**

[None]

**V. Invocation**

An invocation was given by Finance Director, Susan Lucero.

**VI. Approval of the Agenda**

- A. Amendments**
- B. Tabled or withdrawn items**
- C. Consent Calendar: Withdrawals**

ROMAN ABEYTA (Deputy County Manager): Thank you, Mr. Chairman. We have a few amendments, the first being under IX. Matters from the Commission, C. That has been withdrawn. We have added a IX. F. Discussion regarding fire suppression systems for developments. Then under item XII. C. 2, that item has been tabled. XII. C. 5 has been tabled.

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Under XII. Staff and Elected Official Items, we have added A. County Board of Finance Meeting and we have tabled B. 2. Other than that, there are no further changes from staff, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Roman. Are there are any other changes from the Commission?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, I'd like to move up items D and under IX, right after A.

CHAIRMAN ANAYA: Okay. Any other changes from the Commission? Commissioner Sullivan.

COMMISSIONER SULLIVAN: One question, or two. On the tabling of B. 2, that's to award a construction contract on the senior services center. Why are we tabling that?

CHAIRMAN ANAYA: Joseph, Roman, would somebody like to answer that?

MR. ABEYTA: Mr. Chairman, Joseph, our PFMD Director will answer that.

JOSEPH GUTIERREZ (PFMD Director): Mr. Chairman, Commissioner Sullivan, we are tabling that. There was an adjustment on the bid and we had to allow an addition two weeks. And that bid is actually opening today at 2:00. So we couldn't open and award it and bring it to the Commission at this point.

COMMISSIONER SULLIVAN: I don't understand. What is an adjustment on the bid?

MR. GUTIERREZ: I don't have the specifics on that but the architect, one of the companies that were bidding on it pointed out some kind of minor technical difficulty on the plan. It wasn't anything major. It's just that we had to notify all the people that picked up the bid packets and we had to have a time extension on it. But again, it is opening at 2:00 today and we have captioned it for the December 13<sup>th</sup> meeting.

COMMISSIONER SULLIVAN: How many times has it happened?

MR. GUTIERREZ: This is the first time it's happened. This is the first time it's gone out to bid.

COMMISSIONER SULLIVAN: So this is the first time it's been to bid but this is the third opening date now, right? The bid date has been cancelled twice? Is that correct?

MR. GUTIERREZ: There was the original opening bid date which was two weeks ago. Then the actual bid opening that was published was today. There was an error or miscommunication that there was a bid opening last week but that wasn't the official bid opening. That's today at 2:00.

COMMISSIONER SULLIVAN: Okay. The other thing I had, Mr. Chairman. I'm in agreement with moving up the Matters from the Commission items to do the presentations. I think that makes sense. But on item XIII. C. 2, which is the water service agreement that's in our packet. I think it's premature to consider that at this time. One of the really important issues regarding that, at least for residents in the area is what impacts a well might have on their water service and we're doing a geo-hydrologic study and that's going to be

SFC RECORDED 02/20/2006  
SFC INDEXED 02/20/2006

done in one to two months. I think we'll have definitive information on that that we'll be able to have some specifics as opposed to just speculation as to what impairments might be. That's one reason. And another I think is the fact that that particular development has an approved master plan. That approved master plan has no affordable housing associated with it and we do have a resolution, which is 2005-146 which states that the Commission will prioritize the unallocated portion of the 375 acre-feet of wholesale water delivered from the City to the County for developments that include affordable housing. So this particular water service agreement proposes to take water from that City water system and would therefore not be in concert with that resolution. So I think there needs to be some more work done on this water service agreement and particularly we need to wait until we get our data in from our geo-hydro study. So I just feel that that particular agenda item is a bit premature at this time.

CHAIRMAN ANAYA: Thank you, Commissioner Sullivan. Commissioner Campos.

COMMISSIONER CAMPOS: I agree with Commissioner Sullivan that item on Suerte del Sur is premature. I'm not even sure why it's on the agenda. Does anybody on this Commission know why it's on the agenda?

CHAIRMAN ANAYA: I put it on the agenda.

COMMISSIONER CAMPOS: Oh, you put it on the agenda? What's the reason? Because they asked to be on the agenda and just like anybody else, they have the right to -

COMMISSIONER CAMPOS: So they asked you to be put on the agenda?

CHAIRMAN ANAYA: Yes.

COMMISSIONER CAMPOS: Okay. Well, I think it's premature because I think there's a lot of issues in this case that haven't been resolved and won't be resolved until we have preliminary approval. And I think if they get preliminary approval at that point we should consider whether we should have a water service agreement with these folks. Right now it's vague. I think we're going to be tying up 45 acre-feet for no good reason. I think let them come up with a request for preliminary and if we approve it, the next step would be to look at the service agreement. But I think right now, it's not in order and I'm really surprised that it's on. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you. Is there a motion on the floor to approve the agenda?

COMMISSIONER MONTOYA: So moved.

CHAIRMAN ANAYA: Would that be with the items -

COMMISSIONER MONTOYA: With the items that I requested be amended.

CHAIRMAN ANAYA: And what about the item that Commissioner Sullivan mentioned? He asked that item C. 2 be withdrawn.

COMMISSIONER CAMPOS: Or tabled. I would suggest the same thing.

COMMISSIONER MONTOYA: That's not part of my motion.

CHAIRMAN ANAYA: Okay. So who made the motion?

COMMISSIONER MONTOYA: I did.

CHAIRMAN ANAYA: Okay. There's a motion to approve the agenda with not including C.2.

COMMISSIONER MONTOYA: No, I didn't say that.

CHAIRMAN ANAYA: No, but I'm clarifying it.

COMMISSIONER CAMPOS: You're saying without including it?

CHAIRMAN ANAYA: Without including that.

COMMISSIONER CAMPOS: We have a motion that's pending on the floor and that's to approve as is with some minor exceptions as proposed by Roman Abeyta.

COMMISSIONER MONTOYA: And mine.

COMMISSIONER CAMPOS: Which are yours, Commissioner?

COMMISSIONER MONTOYA: Moving up items IX. D and E.

COMMISSIONER CAMPOS: There is a pending motion.

CHAIRMAN ANAYA: So there's a motion. Is there a second?

COMMISSIONER VIGIL: If I'm to understand the motion correctly, what I will be seconding is the items that have been recommended by the Deputy County Manager, the items that have been recommended by Commissioner Montoya and it does not include the item that has been recommended by Commissioner Sullivan. Am I correct in that?

CHAIRMAN ANAYA: That's correct.

COMMISSIONER MONTOYA: That's my motion.

COMMISSIONER VIGIL: I would second that motion and would like just a little bit of discussion on it, Mr. Chairman.

CHAIRMAN ANAYA: There's a second. Any discussion? Commissioner Sullivan.

COMMISSIONER SULLIVAN: One other item that I forgot. I'd like C. 6 withdrawn on the Consent Calendar. XII. C. 6. And I yield to Commissioner Vigil's discussion of the water service agreement applicability on this agenda.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, we still need to take action on item C. 6, recommendation, because the motion that I seconded it did not include that, so I think that would require a second motion. While I can appreciate Commissioner Sullivan and Commissioner Campos' position on removing this item from the agenda, I also recognize that staff has been working very hard on a negotiated agreement that should be considered. Whether we hear it today or whether we hear it in January or February is going to make very little difference because the issues remain the same. I think part of the problem that we are faced with as Commissioners is we really have to provide the due process to sub-developments under the sub-development act. And if we don't do this, what in fact happens is we get into a lot of legal problems. This Commission actually voted to reconsider the Suerte del Sur development and this is a part of that reconsideration process. So I disagree with removing it from the agenda. Staff has been working on this negotiated agreement and I think we need to consider it. We need to discuss it and we need to know what position we have with regard to that. So I second this motion and disclude that recommendation, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman. I would disagree that this is a part of due process. I think the due process pertains to the land use process. This particular applicant has received a great deal of time and attention by the Board and we've timely heard their application and we have in fact approved their master plan. A water service agreement is an optional thing. The County can either enter into that or not. There's no obligation on the County's part to enter into a water service agreement. The applicant does have the ability to move forward. It has a well on the site that they've already drilled. They've tested it and they are in the process of applying to the State Engineer to permit the well.

So due process is not being violated here. This is a discretionary agreement that the Commission can or cannot do and I'm just suggesting not that we not hear the agreement but that we hear it when we have the appropriate information so we can hear it with detailed information and not just based on emotion.

CHAIRMAN ANAYA: Any other comments?

COMMISSIONER VIGIL: Call for the question.

COMMISSIONER CAMPOS: You need a motion but I asked for the floor. I think this is being rushed for some reason that I don't understand because there are so many issues that need to be considered and they should be considered at preliminary. After preliminary approval then we can consider this. Otherwise I see this as a rush job for some reason that I don't understand. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you.

**The motion to approve the agenda as amended passed by majority 4-1 voice vote with Commissioner Sullivan casting the nay vote.**

COMMISSIONER SULLIVAN: I'd like to move an amendment to the agenda, approval to remove item C.6 from the Consent Calendar for further discussion at a later time.

CHAIRMAN ANAYA: There's a motion. Is there a second?

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: Motion and a second. Any more discussion?

**The motion to isolate item XII. C. 6 for discussion passed by unanimous [5-0] voice vote.**

## **VII. APPROVAL OF MINUTES: October 18, 2005**

CHAIRMAN ANAYA: Is there a motion to approve the minutes?

COMMISSIONER MONTOYA: So moved.

CHAIRMAN ANAYA: Is there a second?

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: Motion and seconded. Any more discussion?

**The motion to approve the October 18<sup>th</sup> minutes passed by unanimous [5-0] voice vote. [As corrected.]**

**October 25, 2005**

COMMISSIONER SULLIVAN: Mr. Chairman, I have a few corrections.

CHAIRMAN ANAYA: On October 18<sup>th</sup>?

COMMISSIONER SULLIVAN: On all three.

COMMISSIONER VIGIL: And Mr. Chairman, I have a couple of recommended changes, clerical corrections.

CHAIRMAN ANAYA: Is there a motion to approve the October 25, 2005 minutes?

COMMISSIONER CAMPOS: So moved.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: There's a motion and a second. With clarifications from Commissioner Vigil and Commissioner Sullivan. Any more discussion?

**The motion to approve the October 25<sup>th</sup> minutes as corrected passed by unanimous [5-0] voice vote.**

**November 3, 2005**

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER CAMPOS: So moved.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: Moved and seconded with clarifications from Commissioner Sullivan and Commissioner Vigil. Any discussion?

**The motion to approve the November 3, 2005 minutes as corrected passed by unanimous [5-0] voice vote.**

## **VIII. MATTERS OF PUBLIC CONCERN - NON-ACTION ITEMS**

CHAIRMAN ANAYA: Is there anybody in the public that would like to address the Commission on any concern that you might have? Okay, we'll close item VIII.

**IX. MATTERS FROM THE COMMISSION**

**A. Recognition and Appreciation of Santa Fe County Fire Department Volunteers Who Have Served Santa Fe County for 25 Years or More (County Commission)**

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. I was invited this past fall to the Tesuque Volunteer Fire Department for their annual spring days that they have out there and was fortunate to have been asked to have been one the judges for the art contest that they have. In doing so I met a number of individuals with the Fire Department and then later was invited to the Fireman's Ball that the Pojoaque Fire Department sponsored and was able to meet a lot of the firefighters there as well. In doing so, Mr. Chairman, there are a number of firefighters who have volunteered for twenty or more years to the communities that they live in and that they serve in and I thought that it would probably be fitting and appropriate that these individuals be recognized for the work that they do, the work that they've done for all of these years. They're the ones that help protect our communities. They're usually the first responders for crashes that occur. You see them onsite all the time and I think that it's at least very fitting that we recognize your efforts, your contributions to our community and also to thank you for everything that you do. And at this time I'd like to turn it over to Stan Holden, our Fire Chief.

STAN HOLDEN (Fire Chief): Mr. Chairman, Commissioner Montoya, we appreciate on behalf of the Fire Department your willingness to lead this effort in recognizing these outstanding volunteers. We appreciate the Commission's support in the past and that which will come in the future. In the matter of time we would like to have a brief presentation, a video presentation that's been prepared by Rob Yardman.

[A video presentation followed.]

CHIEF HOLDEN: Mr. Chairman, I've asked Assistant Chief Steve Moya, who has been a volunteer for Galisteo Fire District for a number of years himself to say a few words before the presentation of certificates. I'd also like to quickly point out that these volunteers come from many varied backgrounds. We have in the audience today a federal court judge, Paul Kelly, who is the chief judge of the Tenth Circuit. Judge, could you stand just a second. Thank you. Down to electricians and plumbers. We represent everyone in the community and I think it's a fair thing to say that when people need help, their neighbors come to their rescue. And that's truly what volunteerism is about.

STEVE MOYA (Assistant Chief): Thank you, Chief Holden, Commissioner Anaya and Montoya. As Chief Holden did indicate, I've been a volunteer with Galisteo for 13 years, pretty much started the department with the help of Commissioner Anaya who was a member with Galisteo also. As you all know, or you don't know, 1958 Pojoaque was the first volunteer department within Santa Fe County. Forty-six, 47 years later we have 15 districts, over 400 volunteers. Volunteers come and go as you all know and with us right now are pretty much our mentors, the ones that we have learned from, the Dan Bodelsons, the Charlie Velardes. These guys have dedicated 20+ years to Santa Fe County with little or no pay, some



recognition, and with that, I'd like to be the first to congratulate each one of these individuals who have served Santa Fe County for a number of years. Thank you.

CHAIRMAN ANAYA: Thank you, Steve and Stan. I would like to comment. I'll take comments from the Commissioners before we go ahead and pass out the certificates. Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, Mr. Chairman. I'd like to thank Commissioner Montoya for bringing this forward. I too was with him for the ceremonies at Tesuque Fire Department. Having been born and raised in Santa Fe I think the perspective I come from is knowing when Santa Fe was more citified and if there was a fire to be responded to in the rural areas, boy, those people were in many times just out of luck. I want to thank Stan Holden and the Fire Department for professionalizing our Santa Fe Fire Department and extending the safety by creating all of the fire stations that they have throughout Santa Fe County.

But you as volunteers are the lifeblood of Santa Fe County. Without you, I'd venture to say we'd be non-existent. Thank you for the service that you provide, for the people that each one of you are and for taking the step towards helping your fellow man in a way that actually saves lives. You truly are heroes in every response that you create for Santa Fe County residents. I very much appreciate it. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman. We want to and will shortly honor all of those who have had over 20 years of service and I want to add my thanks to those and particularly to recognize of course the three that will be in the Eldorado District who have reached that period. Eldorado is somewhat younger and so we don't have as many, perhaps, as some of the older districts, but we can remember back to some years in the past when the fire departments and the volunteer groups occasionally were in disagreement over a number of issues of how to manage and how best to serve the public and I want to thank you all for working with the paid staff that we have to come to a point now, I think where we all have the same goal. We all have the same vision and we're able to serve the public as you do in a way that we as a Commission are proud to support and provide the funds necessary for the equipment and the training and the personnel and the utilities and the buildings and the capital improvements that are taking place now. It's an honor to do that when we have a united group such as yourselves who are serving our community so well. Thank you.

CHAIRMAN ANAYA: Thank you, Commissioner Sullivan. Commissioner Campos.

COMMISSIONER CAMPOS: Thank you, Mr. Chairman. I think this is all about community. You folks have really given to the community. Twenty years, that's a lot. That's a whole lot. You're doing a dangerous job and a job that brings you out at any time of the day or night. We all have to thank you deeply because this is what makes community real, people who really care enough to volunteer and do the tough jobs and go out there and help people. If we had more volunteers doing this I think we would have a fabulous community. But

thank you very much for your tremendous work and effort.

CHAIRMAN ANAYA: Thank you, Commissioner Campos. Commissioner Montoya, would you like to say anything else? I personally would also like to thank the volunteers who have spent 20 years or more volunteering. It is important that we volunteer. We couldn't function without volunteers. I appreciate all the meetings and the trainings and wearing the pagers and the radios and practicing with the bunker gear and running into burning buildings to save people. And building your fire stations and maintaining your apparatuses and your pickup trucks. It's that that means so much about volunteering. And you can go home and say, yes, I volunteered today. I volunteered for my community because I wanted to make that community a better place to live, and you all have done that. You didn't quit, although there's been times that you probably thought about it, but you were back there. You were there guiding the people that wanted to learn.

There's been times where I've been with some of you, not all of you, in trainings. And I appreciated that when I was volunteering for the Village of Galisteo. You were there when you had a brand new old truck roll into your station and you were there when you had a brand new truck come into your station. Wasn't that a good feeling? This Commission is very proud, and I want to commend you, Commissioner Montoya, for bringing this forward. Sometime we get busy in our daily lives and we forget who are the people that are really holding this community together? And it's you all and I really appreciate it. And with that we'll go ahead and hand out certificates.

We'll go ahead and start off with Commissioner Montoya's district. District 1.

COMMISSIONER MONTOYA: Okay, if you'd please come forward as I call your name, if you're here. What this says is Certificate of Appreciation, Santa Fe County recognizes, the Board of County Commissioners, County Manager and the citizens of Santa Fe County greatly acknowledge your loyalty and dedication to the Santa Fe County Fire Department as a volunteer firefighter providing service for over 20 years. Our goal is to provide responsive public services and you have provided outstanding quality service to our constituents. Therefore, the Board of County Commissioners presents you with this certificate on this day, November 29, 2005. Unidos para la gente, here united for the people. And with that, Tony Maestas - I don't see Tony. He's from La Puebla, District 1. David Rodriguez, don't see him either, also from La Puebla, District 1. Casimiro Montoya, Pojoaque, District 1. Robert Lopez, Pojoaque, District 1. And Robert, you've got what? Forty-one years? Forty-four years. Thank you. Marty Maley, Pojoaque, District 1. You know, a little tidbit about Marty. They had to call the fire department for the Fireman's Ball to put out his shoes. They were on fire that night.

Danny Trujillo, Pojoaque, District 1. Arturo Romero, Pojoaque, District 1 Thank you, Arturo. He's got 34 years. Chester Woodson, Pojoaque, District 1, 31 ½ years. Jimmy Griego, Tesuque, District 1. Martin Buchsbaum, Tesuque, District 1. I don't see Martin here. I think Martin's got, what? About 31 years, something like that. Quite a few. Scott Hicks, Tesuque, District 1. Jack Miller, Tesuque, District 1. Is Jack here? Roger Beaty, Tesuque, District 1.

CHAIRMAN ANAYA: Okay, we'll go on to Commission Districts 1 and 2.

Commissioner Vigil, I'll go ahead and let you read it and then I'll hand out the certificates.

COMMISSIONER VIGIL: I just wanted to say I don't see too many people from the Agua Fria area which is the area I represent. I think some of the people that actually live there volunteer and they're probably affiliated with other substations. That and the La Tierra area have several volunteers that I know about and they probably haven't quite served 20 years but I do want to recognize the people from that area who do volunteer and commit themselves in every way toward saving lives. I'm going to announce, from Edgewood, District 3, Don Woods. Is he here? Turquoise Trail, Sammy Anaya. Turquoise Trail, William Beck. Turquoise Trail, Tom MacDonnell, Turquoise Trail, Albert M. Perea. Turquoise Trail, Cecilia Thomes.

CHAIRMAN ANAYA: Okay, on District 4, Commissioner.

COMMISSIONER CAMPOS: The first certificate is for Jane McSweeney. Next is for Gary Boal. Dan Bodelson, someone I know. Next is Judge Paul Kelly, Jr. Our next recipient is Bud Watson. Betty Watson. Thank you very much.

COMMISSIONER SULLIVAN: Last but not least is District 5 in Eldorado but I do want to say a special thank you to all those in Turquoise Trail, much of which is also in District 5. So we thank you for your service in that area as well. Ernest Dunston, is he here? How about Mervin Graham? And lastly, Clarence Markus. They're all working today. Thank you.

CHAIRMAN ANAYA: We have a couple more. Charlie Velarde from District 2, actually District 3, and Eddie Gonzales. Is Eddie here? Again we want to just give another round applause to the people that were here and that weren't here. Thank you very much. And if we could ask you to come up one more time and make a semi-circle here and we can get a picture with all the volunteers and the fire people.

**IX. D. Recognition of Pojoaque High School Elkettes Volleyball Team as District 2AAA Champions (Commissioner Montoya)**

COMMISSIONER MONTOYA: Mr. Chairman, it is truly an honor and privilege to be able to present this as well. As you all know, this is my alma mater of Pojoaque High School and it was a treat and a joy to follow them. I didn't get a chance to personally watch them play this year, unfortunately. But I do read the newspaper and was able to monitor their progress in that way. Not only were they the District 2AAA, but they were also the Class AAA runners up at the girls state volleyball tournament, Mr. Chairman. I'd like to ask you all to help me to recognize these student athletes. I should also mention that a lot of these student athletes not only for the volleyball but for the cross-country that are coming up, Mr. Chairman, they participate in more than one sport in Pojoaque High School athletics, and their grade point average, you're all 4.0 students, right? So they're all great students as well. So I think the dual role that they play in terms of a very busy schedule, not only with school work but also with athletics shows the caliber and the quality of the student that we have in the Pojoaque Valley

Schools is excellent, Mr. Chairman. Because we're not a very big school, not a huge school.

So with that, Mr. Chairman, I'd like to ask the coaches and the athletic director, Matt Martinez, Coach Ainsworth, I see you're back there. You can come up and help me present these certificates as well. This certificate reads Santa Fe County recognizes, your name, for an outstanding performance this volleyball season for the Pojoaque High School Elkettes volleyball as the District 2AAA champions, and Class AAA girls state runners up. Leah Borrego, come forward. Ashley Herrera. Miquella Lovato. Monica Lovato, Monica didn't make it? She stayed in class? Had an opportunity to get out of class and she didn't. Leandra Martinez, she's not here either? Another good student. Shannon Martinez. Jessica Montoya. Feliciano Romero. Janelle Roybal. Jaymie Roybal. Meagan Valdez. And Kim Velasquez.

Okay, now we'd like to recognize the coaches. Coach, are you the only one here from your staff? Okay. Coach Brian Ainsworth. Coach Ainsworth was assisted this year by his wife, Melissa. Dave Lujan, Matt Valencia, Karen Romero, Melinda de Herrera. And then the managers, Kara Tafoya and Lauren Vigil are the managers.

BRAIN AINSWORTH: On behalf of the volleyball team and Pojoaque High School I thank you, Commissioner and members of the Commission. It's a true honor to participate in athletics and to succeed like these girls did is a major, major accomplishment and I thank you for the recognition. I appreciate it.

COMMISSIONER MONTOYA: Thank you, Coach. I'd also at this time, and girls congratulations. I understand, Shannon, are you the only senior? So we expect the state championship next year, Coach.

**IX. E. Recognition of Pojoaque High School Cross-Country Elkettes Team Taking 2<sup>nd</sup> Place at the Class AAA New Mexico Girls Cross-Country Meet (Commissioner Montoya)**

COMMISSIONER MONTOYA: Mr. Chairman, this year we have obviously a good group of student athletes, girl student athletes in Pojoaque. They finished second at the Class AAA girls cross-country meet as well. And I'd like to recognize these student athletes, along with the coach. I see one coach here, and I'd like for you to come forward as well. Jenay Catanach. Naomi Maestas. Camille Martinez. Jesenia Najera. Anndria Quintana. Kathryn Quintana. Are you two sisters? Leonard's your dad? Amy Roybal. Sophia Torres. And the manager, Nicole Valdez. I'll give this to Coach Lockridge.

Second place is not a familiar trophy for Coach Lockridge to be holding. He usually has a first place trophy. I'd like to recognize the coach. We call him the legend in Pojoaque. Allan Lockridge. His assistants, Pete Bowman and Art Rodriguez. Coach, you have 30 seconds.

ALLAN LOCKRIDGE: Thank you for this recognition of all of these students, at any time of any students. We appreciate this. The excellence that they show in their athletic endeavors, the hard work. Success is a reflection of what they're going to be doing in life, what they do in school, and we appreciate that recognition. The rewards far exceed what we're all

going to see with trophies and certificates. In life they're going to be great. Thank you.

MATT MARTINEZ: On behalf of Pojoaque Valley Schools I'd like to thank the Commissioners and Santa Fe County for recognizing our student athletes and our coaches. Starting out with volleyball, just two years ago we were at the bottom of AAA and the bottom of our district and Coach Ainsworth came in and developed and developed a strong program and led them all the way to the district championship and the state runner up where they played a heck of a game to Portales, losing by two points in game 5, 16 to 14, and with only one senior, you are right. We expect them back in the state championship. But I think that more than anything it's a tribute to the players and the coach who work hard, day in and day out and give up part of their lives to be part of a team and team that shows that in the state championship game was a real honor to see. So congratulations to our volleyball team.

And also our cross-country team who coach Lockridge has been a head coach at Pojoaque Schools for the last 18 years and he is known as the legend. He has developed a strong cross-country team, boys and girls. He has six state championships to his credit and he has given up his life and dedicates a lot of his time. Cross-country is a very hard sport and you see all these kids out there training and Lockridge is in there, out there with them, day and night, and morning and evening. And you see Coach Lockridge and the program is the way it is because of the dedication of this man right here and I'd like to thank him and the program for what they do for Pojoaque Valley School.

Once again I'd like to thank you and we appreciate you honoring our student athletes.

CHAIRMAN ANAYA: Many thanks to all the individuals. You do a wonderful job.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. Thank you, young ladies and thank you, coaches for being here.

COMMISSIONER VIGIL: Mr. Chairman, Pojoaque is sure doing a good job this year. We've honored the basketball team, the girls and the boys, the volleyball team. I'm just curious if Commissioner Montoya, when he went to Pojoaque, got honored. Did your team do as good as this?

COMMISSIONER MONTOYA: Unfortunately, not as well as these girls and the boys have done. Not as a team.

COMMISSIONER VIGIL: Not as a team. But you shined, right?

COMMISSIONER MONTOYA: Of course.

**IX. B. Adopt Revised "Code of the Southwest" (Commissioner Anaya)**

CHAIRMAN ANAYA: I think I brought this up about four, five months ago. And it was the Code of the West that had been adopted in various parts of the West, Colorado, Wyoming, Washington, and I thought it would be a good idea for the Commission to adopt this, and all it states is - and I think what I'll do is I'll just read the resolution and then you'll see for yourselves. Resolution to adopt the Santa Fe County version of the Code of the

Southwest.

Whereas, the Code of the Southwest was first chronicled by a western novelist, Zane Grey and adopted by numerous counties across the nation; and

Whereas, men and women who settled in the western and southwestern frontier were bound by the unwritten code of conduct; and

Whereas, in keeping with the spirit, we offer this information to help people who have chosen to build and/or live in the rural areas of Santa Fe County; and

Whereas, life in the country is rich and rewarding, treasured by both Santa Fe County residents who have been here for generations and those who have recently moved here; and

Whereas, it is important that new property owners and homeowners know that life in the rural parts of the county is different from the life in town; and

Whereas, the county government cannot provide the same level of services in rural areas of Santa Fe County that the City and Town governments can provide; and

Whereas, the information included in the Santa Fe County version of the Code of the Southwest is designed to help make an educated and informed decision as you consider purchasing or developing land in an unincorporated area of Santa Fe County.

So that's basically what the Code of the Southwest is. It's just an information document, and I would entertain and questions or a motion. Any questions?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Who do you envision utilizing this code and how? That was the question that I had and I asked staff to look into that for me.

CHAIRMAN ANAYA: In terms of who I would envision using this code would be somebody that would come in to Santa Fe County for a building permit. And the County could hand this individual who is planning on building or possibly purchasing, maybe realtors, having this document to hand to the new property owner or the person that's going to build so that they have this information on hand and it's not a code that Santa Fe County enforces. It is a code that just simply says that - it's common sense. It simply says and one of the things that it says is if you live on a dirt road it's possibly going to get dusty and probably muddy when it rains. So just an information document that the Commission could hand out.

COMMISSIONER MONTOYA: Mr. Chairman, do you think in any way it would be a possible detriment to the sale of property once someone reads this?

CHAIRMAN ANAYA: It could, but it also provides information to that person who purchases the property. Maybe those are the questions that - let's say for example the Commission or the County hands this document out, these are questions that they could ask the realtor before this piece of property is purchased. A lot of questions, a lot of concerns that come up is after somebody buys a piece of property, they find out that that's not a County road.

COMMISSIONER MONTOYA: That it's an arroyo.

CHAIRMAN ANAYA: That's it's an arroyo and nobody maintains it. Well, they don't find that out until after the fact. This could be, if this is adopted, these could be some of the questions that the purchaser could ask the realtor or the County so that we are clear. And

I'll give you an example. Recently, an individual from New York City moved to the Stanley area, and he could not believe that there was a dirt road in those areas. He said he cannot believe that Santa Fe County cannot provide paved roads throughout the county and he couldn't believe it. What do you say to that? He called the governor's office. He continued to bug. Finally the governor's office called the County and we had to just say, listen, there's three residences down that road and we can't afford to pave it.

This might not have solved that particular problem but we could have said, well, go to the Code of the Southwest and it states in there that we can't provide that service. We're not saying that we're not trying to provide the service. We're saying that we can't provide that service at this particular time.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: You're welcome. Any other comments or questions?  
Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I'm still grappling with the need and the focus of this. I think it focuses on the rural portions of Santa Fe County and maybe some – we all have some newcomer stories that we find kind of amazing sometimes, but I still think it reads a lot like Wyoming, I think where it came from, and in many cases, unfortunately – and I know the intention is good – reads of newcomer bashing. We've had in the past City administrations, some elected officials who took that tack and it got old after a while and they eventually weren't re-elected. Livestock occasionally moving on public roads, and we have a paragraph about waiting for livestock to get across public roads. I'll be honest with you. I've lived in Santa Fe more than 30 years and I've been all over Santa Fe County and I've never been stopped by livestock going across public roads. Now, I'm sure there are situations where they do that.

But it's just not high on the priority list of safety issues to notify the public about. I think that there's some additional things in there that we could talk about that would be useful to newcomers, kind of a welcome wagon as it were. Things such as water harvesting and water conservation that are recent additions to our ordinances that are important. Things such as Commissioner Vigil has brought up about well metering. I think the term code gives me a problem because I think there's some confusion or there could be confusion with our Land Use Code. We do have some exculpatory language in here that says this is not the official Land Use Code, but nonetheless, when you publish an official document, it's an official document and a resolution is an official document.

What would I change, other than what I just mentioned? Let me just throw out some things for your consideration. Rather than calling it the Code of the Southwest, if you would like to name it something, I would call it living in the rural southwest, because this doesn't really apply to a lot of the areas that are right outside of the City of Santa Fe, which are also in Santa Fe County. And in your subtitle, How to avoid surprises and be a good neighbor when you're buying, building and developing in Santa Fe County, I would say when you're buying, building and developing in rural portions of Santa Fe County.

CHAIRMAN ANAYA: You want to be a good neighbor –

COMMISSIONER SULLIVAN: No, I'd keep all that in. I would just add in rural portions. In the urban portions, no. We don't want to be good neighbors and we don't have any cattle crossing the roads. In the middle of page 3 it says, cubic second feet, I think they mean cubic feet per second there. On the fifth page – they aren't numbered so I just have to page through them. On the fifth page, I didn't understand what building designs which avoid valleys over outside entrances meant.

CHAIRMAN ANAYA: Where are you at?

COMMISSIONER SULLIVAN: I'm at the top of the fifth page. The sixth page. Excuse me. Building designs which avoid valleys over outside entrances. I didn't quite understand what that was about. And right down below that, I thought, a property owner who builds his home in a ravine may find that the water drains through the ravine. The way we're going with water I don't think there will be any water flowing in any ravines lately. And then on the next page, down near the bottom, we talk about our first land use change. And I wasn't quite sure – we were talking about the history of Santa Fe County and the pioneers and four generations of family completing what might be called the first land use change. I didn't quite understand what was meant by that. And then finally, on the last page, on the last paragraph, it says this code is provided by the Board of County Commissioners of the County of Santa Fe with the help of similar codes. I would just delete that. I would just put a period there, and then change the bottom to read Southwest or whatever you want to call it.

But other than some of these minor things, which could certainly be wordsmithed a bit, I guess I would, if we feel this is really important to publish this, I would just feel most strongly about the title, quite frankly, than anything else. Thank you.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, Mr. Chairman, and I too have to underscore that I can appreciate what the intent of this is but it's still toned in a way that I think creates problems, at least for me. I do agree with Commissioner Montoya that this is more on the discouraging side and may inadvertently adversely affect some of our future purchasers here. It seems to me that one of the issues I brought up initially was with regard to being inclusive of the surrounding tribal governments and I have spoken to the drafter about this and I appreciate the work she's put into this because I think we're moving along on it to a better end. But I have made some amendment suggestions because in fact, Santa Fe County is surrounded by at least eight tribal governments, all of which have separate jurisdictions and many times some of the roads that we traverse do not belong to the County and in fact belong to tribal governments. Those are issues that I think prospective rural purchasers would need to know.

I also think it might be better timely to pursue something like this in its intent when we actually complete our Code rewrite. Our Code rewrite is going to have some more significant features and will include features such as prohibited ridgetop building and things of that nature that I think would be far more beneficial to distribute to prospective purchasers in rural Santa Fe County. So I think the intent is good but I don't think that we're doing ourselves a good service without being real clear and specific to Santa Fe County.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Are you going to



make a motion to approve it?

COMMISSIONER VIGIL: Are you?

CHAIRMAN ANAYA: I move to approve this written. Is there a second?

Hearing no second then this dies. I feel, and I'll just put my two cents in again, that this, and it says here on the third whereas, in keeping with the spirit we offer this information – information – to help people who have chosen to build and/or live in the rural areas of Santa Fe County. It doesn't get any simpler. I think this Commission is reading too much into it, but if you feel that you think it's going to deter people from purchasing property then so be it.

#### **IX. F. Discussion Regarding Fire Suppression Systems for Development**

CHAIRMAN ANAYA: The reason I brought this up is my question was I had an individual call me, a developer, in the southern part of Santa Fe County, and he was told that he had to provide sprinkler systems in their subdivision of four homes, I believe, and also provide a 30,000-gallon storage tank for water. And my concern is, to me that's pretty strict. I think that maybe we should allow one or the other, but maybe you can clarify the area or the situation for me so that I can understand why such a strict requirement.

HANK BLACKWELL (Assistant Fire Chief): Yes, sir, Mr. Chairman and members of the Commission. First, one of the things that we do that I think is unique in County Fire Department in terms of Code enforcement and public service is we try our best to mix Code enforcement with public service. I think we never forget that we also work for the same people we're trying to enforce Codes with. Consequently, what we try to do is we have two major codes, and those two major codes, the ones that we've adopted by ordinance are the 97 Uniform Fire Code and the National Fire Protection Association standards as they relate to that Code.

We also in our Code, in our ordinance adopting those codes, we also have adopted a philosophy of improving our ISO, which are our fire ratings that have to do with insurance premiums and insurance rates. So we have kind of a three-tiered approach to fire prevention and Code enforcement. Given that, what we try to do is offer these developers in different areas more than one option to meet the intent of the Code. The fire code itself says in any subdivision, that means four lots or greater under our County codes, any subdivision must under code, must supply hydrants spaced at certain intervals. Those hydrants have to be pressurized and they have to be able to flow anywhere, depending on commercial, residential, from 500 to 1000 gallons a minute for at least two hours.

Well, for a four to a ten or even a twenty or thirty lot subdivision, where they're technically off the grid, where there's no pressurized water, it would be enormously expensively for those developers to bring in with the utility company an 8-inch main, a 12-inch main, to those rural areas, and then make sure they have booster pumps to offer the pressure for those fire hydrants. So in lieu of that, what we've done over the last five or six years is we've offered them alternatives. And one is residential sprinkler systems. Those systems are ten-minute systems. Right now the cost is about the same as carpet per square foot. They're very

inexpensive. Usually you can recoup the cost of that with your insurance premium as a new homeowner.

And secondarily, that's for initial attack. What that does is that gives us that ten minutes of suppression before our volunteers and our paid staff can arrive. So it gives them a chance to get out as residents. It usually suppresses the fire, and then when we respond – as you know, in some of those districts, we have pretty small volunteer turnout in volunteerism. So it also offers a mode of safety for our own firefighters. Instead of having a fully involved structure they have a structure where they do some mop-up and their level of safety is much higher.

But the code also requires a certain amount of gallonage for fire suppression and ISO says with that fire load, if we don't have a minimum of 250 gallons a minute for two hours that that subdivision and those structures near that subdivision, those insurance premiums are going to rise. So in trying to keep our insurance ratings the same or lower, those ratings year after year, which is what we stated in our ordinance, that's one of the options we give, is that that way the developer, at minimal cost can pass the suppression system, the residential sprinkler system, the developer can pass that along to the homeowner. So it's not a cost of development and it's also very inexpensive and again, as I said can be recouped by the homeowners.

And then instead of bringing in lines, which is incredibly expensive and also you're disturbing a lot more earth and putting a lot more pipe in the ground, they can put a storage tank up and then we can have our own suppression for that subdivision. We have about 30 subdivisions throughout Santa Fe County now that have that kind of fire suppression, where they're all sprinklered. Almost 30 now, from four and five lots up to over 30 lots. And everyone has opted – we're one of the only jurisdictions I think in the United States that actually offers that alternative. And part of it is that rural nature, it's just it would be enormously expensive for these smaller subdivisions to succeed if we went by the letter of the code and said you've got to have fire hydrants and you've got to have pressurized water and you're looking at an enormous cost. And this way it's much more tenable for the developer to provide that. It also provides our firefighters the level of safety and the tools they need in rural areas where they don't have that water. So it's a long answer but –

CHAIRMAN ANAYA: So you're making them do both.

MR. BLACKWELL: It depends again, Mr. Chairman, on the subdivision and the location.

CHAIRMAN ANAYA: Okay.

MR. BLACKWELL: It depends on how far the response is, what our fire district has, what capability they have, where it is. Is it in one of our wildland areas where there's a lot more risk for fire and catastrophic fire? It depends on slope. It depends on how accessible are these homes. What we do every single review, we weigh all those factors so we can come up with options for those developers so that they can have some choice and we work with them on that. And I think indeed that's what happened in this Edgewood situation.

CHAIRMAN ANAYA: I just – ideally, the best thing would be to have hydrants on every corner but we can't have that. And it seemed like every time we turn around we're requiring new – we have new restrictions, new requirements for building and the fees

continue to just grow. And that's just a concern of mine and I wanted to just bring up to clarify what you talked about, and maybe that's something that this Commission can maybe look at in the future is when do we stop? When do we say enough is enough? Because we just keep piling on and it just gets more expensive for people to build. And I'm not just talking about developers, I'm talking about homeowners. If somebody wants to go out there and build their home and they live in a rural area, well, they chose to live in the rural area and in this Code of the West that we didn't adopt, it says if you live in the rural area your house is likely to burn down because the response time is going to be – there's distance that you have to travel between the fire station and the home. And I know that. I chose to live out there. I didn't want to put any sprinkler system in my house. I chose that, and I don't want anybody telling me that I have to. So I understand where you're coming from in terms of protecting the firemen, protecting – but when does it stop?

And I know this could go on and on, but these are things that I live with every day and I get called on and I wanted just a short answer and clarification. But anyway, if you want to say a few more words, go ahead.

MR. BLACKWELL: Mr. Chairman, again, members of the Commission, I appreciate your concerns. Just a few quick comments. This particular requirement is almost eight years old. So it's not new. We have not added any more. So that's one thing. And secondly, what we're trying to do is the same thing. We're trying, as rural areas begin to develop so there's more fire load and more response and more threat to the constituents as well as our firefighters, we're always trying to find innovations, innovative ways to do what we can to keep our firefighters safe and to keep those structures in a position if they do ignite that we don't lose that value and the people have time to get out before we get there too. And so we're happy to work with the Commission. The more we can think out of the box, and I think that's one of the things that you as Commissioners have allowed us to do over the last eight or nine years since I've been here, I think that's why we're able to have the options that we have. So the more we do that and we can do that the better. So absolutely. The more we can be innovative, I think that's the answer to a lot of our mix or rural and suburban we have here in the county.

CHAIRMAN ANAYA: Thank you, Chief. Is there any questions, comments? Thank you, Chief for being here and we appreciate all the hard work that you all do.

MR. BLACKWELL: Yes, sir. Thank you.

## **X. OTHER MATTERS FROM THE COMMISSION**

COMMISSIONER VIGIL: Thank you, Mr. Chairman. I just want to inform my fellow Commissioners that at our next meeting we will be placing on the agenda an item that requests title and general summary for a thirty percent open space ordinance with sub-developments. I want to make sure if there's any comments that any of the Commissioners have on that that they be given an opportunity to comment on that now and of course later on also.

COMMISSIONER MONTOYA: Thirty percent open space.

CHAIRMAN ANAYA: Any comments on the thirty percent? Do you have anything else?

COMMISSIONER VIGIL: That's it, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Commissioner Campos.

COMMISSIONER CAMPOS: Nothing, Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman. Seeing that we have one or two people here this morning that are interested in libraries, let me ask a library question. I brought this up at the last meeting and could, Gerald, you give me some update on the progress on the Vista Grande Library agreement for the statewide general obligation funds. We had a problem apparently with getting the paperwork together for that \$34,409. Can somebody tell me where we are on that?

GERALD GONZALEZ (County Manager): Joseph will give you an update.

COMMISSIONER VIGIL: Come up with gusto, Joseph.

COMMISSIONER SULLIVAN: Come up with a positive response.

JOSEPH GUTIERREZ (PFMD Director): Mr. Chairman, members of the Commission, Commissioner Sullivan, after we did some research, we contacted the state library and they have given us an agreement that we are signing and moving forward to process. I believe it's \$34,000 of general obligation bond money. We've been in contact with the library. Angela Quintana is working on that from my staff. I expect that we'll put this in motion rather quickly. It shouldn't be difficult to expend it. The state library just basically has a very simple, one-page agreement that needs to be signed.

COMMISSIONER SULLIVAN: Okay. And is that agreement, as they said in their letter, a JPA, which I questioned?

MR. GUTIERREZ: They're not requiring a JPA at this point. What we'll do is the money, we'll be the custodians of the dollars and administer those dollars and expend the dollars on behalf of the library. The items that are purchased by the library will become property of the County, although they'll be exclusively used by the library.

COMMISSIONER SULLIVAN: Okay. So do you have a time table when you think we can get this agreement signed and they can get this money flowing?

MR. GUTIERREZ: I would say some time within December. Because I know that we made contact with them. It was just two weeks ago. Angela gave me an update a couple weeks ago.

COMMISSIONER SULLIVAN: Okay. Thank you on that, Mr. Chairman. Then the next item that I had was I'd like to also put forward a thought for the Commission and the staff's consideration and perhaps refer this to the energy committee. I understand that we have a staff energy committee that is putting together some ideas. Is that true, Roman?

MR. ABEYTA: Mr. Chairman, Commissioner Sullivan, yes. We still have the City/County Energy Task Force that's been meeting on a regular basis, plus we do have a

separate staff group that meets on a regular basis also.

COMMISSIONER SULLIVAN: I have an idea that perhaps the energy committee could look at and bring something back to us in January, maybe at the admin meeting in January. I'd like to see us put one fifth of our fleet vehicles into hybrid vehicles. Every fifth car or vehicle that we purchase. I just counted this morning sitting out in front of the Assessor's office four Dodge Ram four-wheel drive, 6,000 gross vehicle weight vehicles sitting out there and that isn't necessarily needed to go out into paved subdivisions to measure houses for assessment purposes. Certainly we need some four-wheel vehicles but I don't think we need as many as we have, although sometimes they're fun to drive.

I think also that there's a time period of course. There's a delay in getting some of these hybrids so we may have to wait, but we could also then evaluate them as to their effectiveness as a fleet vehicle, particularly in Santa Fe County where we're doing a lot of short drives between County buildings and City buildings and just around the urban area. It seems like an ideal situation for a hybrid vehicle. There's different kinds and I'm not an expert on them and I don't know what's available, but if the County were to take an interest in it then perhaps there could be more availability of the vehicles out in the market place. Does that sound like something the committee might be able to take a look at?

MR. ABEYTA: Mr. Chairman, Commissioner Sullivan, yes, we would, because our main charge right now is to look at how we can reduce fuel and we do purchase vehicles every year and throughout the year. So that is something we'll definitely consider.

COMMISSIONER SULLIVAN: Okay. Thanks. And maybe bring some recommendations back. And I just feel if we have a goal of something like one in every five and distribute it evenly among the departments, let them all evaluate it or gripe as they may, either way, that perhaps we could have kind of a test program to see whether that would save us money.

And then the last thing, Mr. Chairman, is at the last Commission meeting I reported on a trip that Commissioner Vigil and I took to San Juan County to look at the San Juan County Regional Medical Center, along with Steve Shepherd and also Steve Ross of the staff. I'd like to follow up on that with something positive and what I suggested to the County Manager is that we have a meeting with the St. Vincent Hospital Board of Directors, a board to board meeting. Not in this context here, as a presentation, but perhaps on neutral grounds as it were, and bring forward some of the ideas of community participation that we came up with at that meeting in San Juan County in Farmington.

I think now, from reading the paper at least, St. Vincent is in a little better financial position than they were a year ago and I think that was their primary focus and now, if they are in a little better financial condition maybe they can also take some time to think about the community's investment in that hospital and how that can be worked into their governance. So I believe that, Gerald, you have a meeting set up in December with Mr. Valdez to set that up.

MR. GONZALEZ: We're trying to set the time, but yes, we're looking at December.

COMMISSIONER SULLIVAN: Okay. So I just brought this up to the board to

see if I could get the seal of good housekeeping on that to perhaps some time in January or even February if that's the direction you'd like to take. I didn't want to unilaterally just set up a meeting without everybody agreeing that it was a good idea. Is there anybody that - lots of nods. Okay. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Sullivan. Commissioner Montoya.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. Mr. Chairman, I think going along with the item that you brought up regarding fire suppression systems, I also have received calls regarding the water harvesting conservation ordinance that we have mandating that residences put in these water harvesting systems. I think we probably need to look - one of them came just yesterday as a matter of fact, asking me, am I going to be required to put in an additional \$10,000 just to put in this water harvesting system for the house I'm building. I have no landscaping. I have no trees. I have nothing to put this water into. What do I do? Where do I drain it? Is the County going to buy it from me? Who's going to maybe buy this water from me? So we're putting a \$10,000 burden that these people have to pay and it becomes part of their overall construction loan as opposed to either potentially adding another room, potentially adding furniture for their house.

So I think I would like to revisit this ordinance and this policy because again, it's similar to what you brought up, Mr. Chairman, regarding the additional cost and additional burden that it's putting on homebuilders. Particularly they live in a place where there is no use for the water. Then what? That is a pretty legitimate question and quite frankly I didn't know what to answer. So maybe if staff or someone else has some ideas as to what that water can be used for since it's just going to be sitting in a tank and then probably overflowing if we get the rains that we did this past summer and again, that's questionable as well.

Mr. Chairman, I just wanted to recognize and thank some Sheriff's deputy for going out to cover one of the athletic events at Pojoaque this past weekend and they were deputies Shannon Cole, Cipriana Barela and Bruce Neeson. They provided some backup there that helped keep things under control and from potentially things getting out of hand and there were no incidents. But I really want to recognize them and thank them for doing that. I believe they went on their day off.

And Mr. Chairman, I'd also like to request and direct staff to submit an application. The national association of counties has a conservation award and this one has to deal with open space, parks and those sorts of things that we have been very pro-active and very dedicated toward is our open space program. So I have the information here and I'd like for us to submit an application. Has one ever been done before for Santa Fe County?

COMMISSIONER VIGIL: Mr. Chairman, on that point. Mr. Chairman, Commissioner Montoya, a little bit ahead of you I am. I received that e-mail a couple of months ago and forwarded it to Paul Olafson and he isn't here right now, but the deadline for that application has already occurred and I do believe we submitted one, and it was on our open space and trails program. And I'm pretty sure it's the same program. It's a recognition award. I did meet with Paul Olafson within the last two weeks and he told me he was working hard to

make that deadline and I believe it's been submitted.

COMMISSIONER MONTOYA: That's all I had. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Okay. Thank you, Commissioner Montoya. I think you brought up the cistern and the requirement we put on people. At the time we might think it's a good idea and we can discuss it all we want but when you give it out. When you make that decision and you do that, we don't know really how it affects the people out there until we demand it or we place that restriction. So I think it's good to always come back and relook at things. I'm in agreement with you on that because I've also received calls. And even though we might talk about it and think it's a good idea, it really places a big effect on how people have to build their house, and if they have the money to do that. So I'd be willing to look at that again.

We recently had a meeting in Edgewood and I'd like to thank Charlie Gonzales, Jennifer Jaramillo and Major Ron Madrid for being there on ATVs. They've been getting complaints from neighbors turning their yards into ATV tracks. And we had a meeting out there. About 70 people attended. It was a good meeting. We don't have an ordinance. We don't have a noise ordinance. But I basically called the meeting because I wanted to hear the neighbors tell the neighbors their concerns and maybe they can resolve it on their own, because we don't have the answers. And maybe this Commission, or staff could look into seeing how we can - I know ATVs is not just a problem in the Edgewood area; it's all over the state. But how could we come up with an ATV track or place where people could ride their motorcycles and their bikes and I think the only way we're going to do it is work with our neighboring counties, our neighboring towns, because they have a similar problem themselves. If we work together I think we can accomplish or build places for these individuals to ride their bikes.

And I know it comes into a liability issue, but I think there's ways around that. We have parks, we have horse facilities for 4-H, that's a liability issue too. Gerald, did you want to comment?

MR. GONZALEZ: Yes, Mr. Chairman. We've been approached by the City who are asking for the County to consider joining them in a request to BLM to acquire some additional property just north of where the MRC is located. And some of the property they're proposing to use for an ATV kind of pilot center. So it might be an opportunity for us to see how such a facility could work. They'll be bringing forth their request and proposed plans at the next BCC meeting, so we should have an opportunity to have a little bit more discussion about that and maybe if we can get something working in the immediate neighborhood of the City of Santa Fe if we can figure out how to make it work we might be able to do the same thing in other parts of the county.

CHAIRMAN ANAYA: That's very encouraging to hear that, Gerald, because I think if we can't work together then things just take longer to get done. And if we work together it will work out.

On the other issue, in terms of working together, where are we in terms of satellite offices in our various parts of the county? Roman?

MR. ABEYTA: Mr. Chairman, it's my understanding that the County Clerk has identified two locations and I think she has stated before that she is actually opened two

satellite offices for certain election related purposes. But it's something that she is in charge of. We have a committee that's looking into that and she's identified two spaces. Like I said, I think she's already utilized them for a certain purpose and now our next step is to expand that, to maybe provide other information, such as building permit applications, things like that.

CHAIRMAN ANAYA: That would be great. That would really help out the constituents.

COMMISSIONER MONTOYA: Solid waste permits.

MR. ABEYTA: So we're working on it and I'll provide the Board with an update in either December or January.

CHAIRMAN ANAYA: Thank you. And the last thing I had is Commissioner Vigil was the spokesperson for the Agua Fria Community Center, which turned out very well. I made it. Commissioner Montoya made it. I don't know if the other Commissioners made it. I had to leave early. But you did a fine job and it's always a pleasure to be at groundbreakings for community centers for our communities. And like I said over there, I think every community needs a community center because that's how they develop and guide what happens in their community. So Commissioner Vigil, I want to commend you on a great job.

COMMISSIONER VIGIL: Thank you. And I appreciate you bringing that up.

## **X. PRESENTATIONS**

### **A. Presentation on the Southside Branch Public Library**

CHAIRMAN ANAYA: Patricia, how are you?

PAT HODAPP: I'm Pat Hodapp and I'm the new director of the Santa Fe Public Library. I've been here a year and a half and it was a pleasure to meet some of you at our groundbreaking this past fall for the new branch. I want to thank you for this opportunity to do two things. One is to update you on the services of the Santa Fe Public Library and what we're doing right now, and to tell you about the Southside Library and how that is moving forward.

We are very pleased to have many people supporting us here today. As a matter of fact, the entire Pojoaque girls teams were wearing buttons if you didn't notice it, because not only are they great athletes, they're also wonderful students. What we have here today, Friends of the Library, county residents, staff, southside campaign people, and hopefully some people from Tierra Contenta, because this is the main area where this library is located. And if I may, I would just like to have them stand. Thank you.

CHAIRMAN ANAYA: Thank you for being here.

MS. HODAPP: By ordinance, we have two members on our library board who are from the county, and we're coming up to fill both of those, which I think some of the information is in your packet. I've worked in libraries for many years and I've worked in rural libraries, I've worked in city libraries. I've worked in small county libraries. And truly, it's the library that's the heart of a community, el corazón. We become a community center whether



you have another community center or not. Recently there was a library study and they said that parents feel successful if they take their children to the library. Parents recognize that, that this is a place for children to learn, to feel comfortable and everybody here, I'm sure, can tell me one of their first library experiences.

I know not one of you has an overdue book. I haven't checked but I know now one of you has an overdue book today. But it's the library that provides that kind of place where kids can come, parents can come, seniors can come. And everybody feels comfortable there. And I'm sure, like I said, you could name a librarian who was kind or maybe found a special book for you, and today, librarians still provide that same service. We're not just a building with books. We're a place where people come to get help. Get help when they're starting a new business. Get help when they're doing a project. Maybe they're working on a GED. Maybe they just need to have a computer access. And we're providing that for the residents of the entire county.

We have almost 800,000 people going through our doors every single year. 800,000 people. And we just have three locations. We have the main library. We have the La Farge Branch, which serves around Llano, near St. Mike's, and we also have the little bookstop at the Santa Fe Place. So for us to have another location, which is the Southside Library, is going to give us the opportunity to serve the constituents of the county even more.

It's interesting that when the economy goes down, library use goes up. And this is because we're providing those core services to people. Not only education, be it just because they want to read or they've heard about something, but we're providing it for students. We're providing a place for seniors to go. We're providing that kind of entertainment that on your way home, you pick up your favorite book and you also get a DVD or a video. So we're one-stop shopping for a family at a minimal, minimal cost.

Santa Fe provides \$19 per capita to run our entire library system. That's less than it costs to buy one book if you've been to Borders or any place else recently. Our library cards are free. It's open to everybody in the county. And for that \$19 we can provide the service, the books, the materials for people to be able to enrich their lives. Currently we have about 83,000 card holders. Eighteen percent are people from the county. And when you realize that many people only get one library card because they're so afraid of losing a book, one library card in the family often represents four to seven people. So you realize how many people are using the library,

We have a collection of just about 450,000 items that are all available with that free library card. People are so generous here they donate books. We receive GO bond money, just as you mentioned earlier for Vista Grande, and we work very hard to get the funding for our libraries. In the last ten years as I mentioned in the little one-pager that I gave you, library service in the last ten years has gone up 45 percent in usage. With a downturn in the economy this is going to go higher. With the opening of the Southside Branch you are going to find people are flocking to libraries.

I did not come here from New York City. I came here from Denver, and we work very closely in the community. I have to explain that to my staff every so often when they hear my

voice and they say, where are you from? But in Denver we had a branch – we're going to talk about southside in a second. We built a branch like this on the north side of Denver and what it did was it brought families in. It brought first-time library users in. It brought Spanish language people, people who spoke Spanish in, and this was their first library experience. And we found that they could come back. We got the teenagers in. We found we stopped graffiti in the neighborhoods because the kids came in and they could check out videos and it was a place for them to come.

We came up, and I say we because I feel I'm a part of it. The idea of the branch on the southside came up many, many years ago and this has been worked on with cooperation with county members. There were public meetings. There were surveys. People were asked what they wanted. What did they desire? And out of this came this 25,000 square foot building. And if you haven't gone by the corner of Jaguar and Country Club lately, you are going to be shocked. Since the groundbreaking they've been pouring concrete. They have been putting in wiring. They have been – the land's been compacted and they're trenching to put in all the walls. This is an amazing experience. Libraries are good for the community.

Some kids were walking home from Cesar Chavez and went up to one of the construction guys and said, when is this going to open? We're hoping to open next fall. We got started just last September with a groundbreaking with over 400 people attending. 400 people who valued libraries so much that they came out. And this included kids from Turquoise Trail who came and donated books to us. Children at Cesar Chavez, Thomas Ramirez, Capitol High School. We have over 4,000 kids in that area who are going to be the core of who we're serving from the Southside Library.

I'd like to have Lisa Bemis come up and talk a little bit about what we're hoping to address and what needs we're hoping to meet with this branch library.

CHAIRMAN ANAYA: Thank you, Pat.

LISA BEMIS: Thank you very much for giving us some time and I will be very quick because you guys have been sitting here all morning listening. The County and City of Santa Fe have a beautiful, exciting opportunity right now, being built. Because we cannot have a good economy, a sound economy and good citizens without good education and the tools and the resources to find better jobs than just service jobs. And if we're going to grow, we're going to want to attract some clean industries, some great jobs, and if we can supply these people, not just children, but adults and even elders to better themselves, to give themselves some jobs that have good salaries. We're not going to create a slum.

I don't know if you've been in this area. You've seen all the houses and the growth that's going on there, but if we underserve these people we are going to create a Watts in the future. Because it will be drop-outs. We have drop-outs. There's drug abuse. There's domestic abuse. There's crime. We could go on and on in that negative way. But I am so excited because we're going to have computers. We're going to have access from the northwest on 599. We have good access from La Cienega, Agua Fria, Turquoise Trail, on and on. Very quick. You won't have to come downtown. You'll have parking, and there you'll be. So just quickly think about, this is not just a city, it's a county, city and future thing that we all have to support.

Thank you.

CHAIRMAN ANAYA: Thank you, Ms. Bemis.

MS. HODAPP: I think Lisa put it very well because we do feel that we serve everyone. We serve people from Eldorado. We serve people from all throughout the county and throughout the state. What do we need? We're building it. We too had a couple of bids. I can sympathize with Commissioner Sullivan when he talks about getting more than one bid. And what we did was we have built, we are putting together the best library we can for what we have available. We recognize the many demands on the County. We know that you have demands on water, and just sitting through your meeting, hearing all of the projects you're involved in. But what I would ask is that the library become one of your top projects.

We have members who are here supporting us who are volunteers in the fire department. I'll tell you, in every place I've ever lived when people voted, when we take a survey, what are the most important services, they say the fire department, the police department and the library. We were always the top three. That's why I always became friends with the fire department and the police department. I figured maybe I could learn something from them about how to get the word out.

But what happens is people just come forward. They know the value of a library. Well, what would we like today? You know, Christmas is coming and some of us still believe in Christmas and the tooth fairy and I think librarians all believe in this way. We would like to request - we had a wonderful meeting with Commissioner Anaya and some of our members had meetings with Commissioner Sullivan, and we would hope that the County would include the Southside Library in their capital needs when working with the legislators. We do still have needs. Costs are going up and I know you understand that with all of your projects.

We have teased that we're going to go out and commandeer concrete trucks and have them dump it at the site and do it while they're blindfolded so that we can get their concrete. Steel costs are rising. Simple things like carpeting. We had to order carpeting quickly because it's a gas-related product. We would appreciate being put on your capital needs when working with the legislators and be on the priority list with financial backing. And of course, if there really is a Santa Claus, we would hope that in the future we would be able to receive some support for operating costs.

This library is going to be hiring 8.5 new staff members. We're closing down Book Stop to be able to open up this library, and we're working very diligently. We have just put in a grant which will provide us with some staffing. We are finding materials for books. There are so many things that are needed to keep this library serving all of the constituent. You know, we've got an opportunity here and one that we really can't fail at. You saw the young women from Pojoaque. You see the kids every day. You see 4,000 kids walking around that site. We need to provide them with the best library service.

It's funny. People come to the library and say, how come you're not open later? How come you're not open earlier? And librarians will tell you that if we had the budget we'd be open 24 hours a day, because we believe in meeting the information needs and the needs that these people have. The families, the children, and the elders, we're all part of one big system

here and we need your support. We will hopefully come back to you with reports on progress and we hope very much that we will have some new library board members from the county. If you have any questions I'd be delighted to answer them.

CHAIRMAN ANAYA: Thank you, Pat, very much for the presentation.  
Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, thank you, Pat. It's a lovely presentation. I guess I do have a question because thoroughly, I think Commissioners up here support what service you provide and know the benefits of it. And if I'm to understand you correctly, you're asking the Board of County Commissioners to include you in a legislative prioritization. Are you currently included in the ICIP project with the City of Santa Fe?

MS. HODAPP: We are not in their top list, and the main reason is that they went forward to get the capital funding, the \$4.8 million originally, and then the legislature came through with much of the money. We certainly are being considered and Representative Trujillo is working diligently on our behalf.

COMMISSIONER VIGIL: Okay. And I guess the question I would have would probably go to staff, so I would defer to the chair on that, when he'd like to bring staff questions forward.

CHAIRMAN ANAYA: Sure. Pat, thank you. That was a lovely presentation. And like you said, the County is strapped for money. We've got a lot of projects going on, but I guess my question would be to staff. Is there any way, since we have already set our priorities for the legislation, is there any way that we can maybe look to see how we can support the libraries in terms of maybe - I know they need money. But if we don't have it this year can we maybe pass a resolution to support or do we have the money, or can we find some money? What is your comments?

MR. GONZALEZ: Mr. Chairman, Commissioners, there's always the Commission discretionary fund. But with respect to the rest of the budget, I think we've pretty well laid out what our commitments are. I certainly would encourage us, if the Commission feels moved to do so, provide a resolution that could support their search for funding, certainly at the legislature and from other sources, and during a recent meeting with some of the representatives of the library board, I also noted that we received appeals from the City of Española, as well as Edgewood, with respect to their libraries. So I'm wondering if maybe a regional approach, if we could formulate that, might not enable us to stretch the resources that already exist in those library systems.

CHAIRMAN ANAYA: Gerald, you mentioned Edgewood and Española.

MR. GONZALEZ: Española is asking for the same kind of support for their library system from the County of Santa Fe.

CHAIRMAN ANAYA: You're saying a regional approach in terms of a resolution to go through -

MR. GONZALEZ: I'm suggesting two things, I think, Mr. Chairman. First of all, maybe a resolution indicating that the Commission supports any assistance that we could get from the legislature with respect to trying to find additional support for the library system. But

second of all, kind of a two-pronged effort, would be exploring and maybe through the library board we could do this, but exploring in conjunction with the City as well as the City of Española and perhaps the Town of Edgewood the possibility of creating a regional library system that might be able to use the resources, all the resources that are in those systems in a more efficient way and try to find coverage for them.

As you know, we're already stretched trying to find operating funds for – and Commissioner Sullivan just brought that up earlier, operating funds for the Eldorado Library.

CHAIRMAN ANAYA: Okay. Thank you for those comments, Gerald. So Pat, I think that what we could do is probably work on a resolution in support of the libraries. I've already spoken with Jennifer Jaramillo in terms of the discretionary fund, that maybe possibly some of the Commissioners would like to give some of their monies towards the libraries. And we've had that discussion. So I think we could start off with supporting this with a resolution. I think Gerald had a good idea in terms of a regional library and maybe we could go in all together and look for monies. But the main reason that I asked you to come forward and do a presentation is because to let the whole Commission know and the staff and the public know how important libraries are and maybe we can round up more support when we do go to the legislature for funding.

MS. HODAPP: That's excellent. I appreciate your support and I certainly understand budgets and what's going on. When the Santa Fe Public Library is supporting 18 percent of the county, people who come in and get library cards, that's where we're looking mainly for support, to help share some of that cost that we bear. We're proud to serve them, we're happy to serve them. We're just trying to find a way to be able to serve them better. For example, the Southside Library will cost approximately \$399,000 a year as we tweak it, as we come up with it. And basically we know there's going to be more than 18 percent of the county people using it. We're projecting 35 to 40 percent because of it's location. And that's going to be very exciting but at the same time we need to find the hours to be open.

We also receive GO bond money and we're very pleased. Española, Edgewood also do, and this is a tremendous way to get books and support. But again, we are looking for ways in addition to volunteers to writing grants to coming up with some of that operating funds.

CHAIRMAN ANAYA: Thank you very much, Pat.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan and then Commissioner Campos.

COMMISSIONER SULLIVAN: Let me just add one thing. Again, thanks for coming forward. I enjoyed meeting with your supporters. Number one, we televise these meetings and they're rebroadcast on public access TV. So for those who might like to assist you in your work or to contribute to a fund that you probably have, now would be a good time to provide the name, rank and serial number there, address, whatever that you might have that people could do that.

MS. HODAPP: Thank you for this opportunity, Commissioner Sullivan. And in addition, we'll make sure all of you have a copy just in case you are watching your own

broadcast.

COMMISSIONER SULLIVAN: One time is enough, thank you.

MS. HODAPP: We have a wonderful volunteer committee and when we were talking about people earlier, we have people putting in thousands of hours, raising money. They schools have just done a campaign in the area and raised \$1500 with Change for Libraries. Turquoise Trail, all of these schools have done this. And our chair of the campaign, Angela Matzelle is here today and this campaign, with our Friends Board has committed to raising a million dollars. We're hoping some can get in soon. They're doing an excellent job, and if people are interested they can call 690-7364, or go online to the Santa Fe Library Friends.org or they can send a check to Post Office Box 28863 and the zip code is 87592. Or trust me, if they just call any library we will make sure and get information to them. We found that works very well.

And we're so appreciative of the people who've already stepped forward. We have individuals - the children's room is going to be named after the Claude Sena Family. They made a \$50,000 donation to the library. We are looking at other naming opportunities, however, I have to share that none of you are eligible to have the library named after you because it cannot be named after a seated public official. But surely there is someone you would like to make a donation for so that it could be named for.

Other supporters, which are so tremendous, are like Coca Cola Bottling Company and we are working with them with ESL calls, so they see the value of libraries and of course many banks and individuals including Bank of America. So we have this tremendous grassroots supports, and I would love, on our next campaign report to be able to say, not only has every member of our Official Friends Foundation, our library board, but also our County Commissioners have all given. And yes, I am working on the City Councilors to make sure that that is one of the statements we can make also.

COMMISSIONER SULLIVAN: The other thing is I just wanted to remind you and the others, of course, that when those 18 percent from the county outside the city come to use the library, they generally go to stores in the City of Santa Fe and purchase things and the gross receipts tax from that goes to the City. The County gets a very small amount of money from gross receipts tax off of commercial activities and the City of course gets the lion's share of that. Most of the County's operating funds come from real estate, dedicated taxes on real estate and it's actually a fairly small portion of that because most of those taxes are allocated towards the Community College and towards other issues.

So we don't have quite the flexibility and operating capital because of that income source that the City does or we would do more, I'm sure.

MS. HODAPP: Well, I appreciate that and we certainly understand gross receipt tax. I've been trying to claim that the library is an enterprise zone to be able to get more money and we'll sell brownies out of the library if it's necessary.

COMMISSIONER SULLIVAN: Good idea. Thank you.

CHAIRMAN ANAYA: Thank you very much.

MS. HODAPP: And I would welcome any questions. Certainly Jennifer has

information about other possible ways that other libraries are funded across the country and I'd be happy to discuss that at any time. Thank you again for your time.

CHAIRMAN ANAYA: Thank you, and if you could get with Jennifer we could start working on that resolution.

MS. HODAPP: Absolutely. Thank you.

CHAIRMAN ANAYA: Okay. Thank you very much. Thank you all for being here. Commissioner Campos, I'm sorry.

COMMISSIONER CAMPOS: Just a couple of comments. It all comes down to resources as you all know. Our budget is pretty tight and it depends on what resources we can get from the government or what taxing authority. So that's a problem. But if we're going to consider contributing to a library for operating costs on an annual basis it has to be worked into our general budget and we're already through that budget cycle, so it won't be until the next budget cycle that we could even consider that. I think it's worth considering but there's so many priorities and so many people have things that they want all the time, it's hard to meet everything.

We could make it part of our discussion for our next budget cycle, that we maybe put in some money every year for the operating needs of this library.

CHAIRMAN ANAYA: Good comments, Commissioner Campos.

MS. HODAPP: Thank you for that. I appreciate that. We do understand how difficult it is with budgets, but we also know that this is an investment.

COMMISSIONER CAMPOS: We understand that.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: I have a quick question for Susan, if I could distract her with regard to this.

CHAIRMAN ANAYA: Susan, are you in the house?

COMMISSIONER VIGIL: Susan, this is a stretch, but I'm going to see if it's even remotely possible. Is it remotely possible to assist the Southside Library through Lodgers' Tax if it was a service that could be promoted through marketing for Santa Fe County?

SUSAN LUCERO (Finance Director): Mr. Chairman, Commissioner Vigil, I think we'd have to really look closely at the state statute and ordinance calling for what Lodgers' Tax is for in terms of what does promotion mean. And it definitely has to revolve around tourism and maybe not so much local tourism, local economic development, but we'd have to look at that very carefully and see what we could or couldn't do. I know on the City side they use their Lodgers' Tax to support their parking division, for example. But you could say that there are certainly tourists that park there at the City structure. So we'd have to look at that really carefully.

COMMISSIONER VIGIL: I know I'm stretching it but could you together with Legal look to see if it's a possibility at all?

MS. LUCERO: Sure.

COMMISSIONER VIGIL: And just looking at pockets of opportunity. Thanks,

Susan.

MS. HODAPP: Commissioner Anaya, Commissioners, also in your packet was the approval of library board members for the Santa Fe Public Library Board. Christy Montoya, and we have put forward also Jennifer Jaramillo's name and that will have to go back to our library commission but we would love to have your approval today. *[Exhibit 1]* This gives us an opportunity to have more input from the Commissioners and also from the County because we realize how important that is and we would welcome your approval of those two board members.

CHAIRMAN ANAYA: So Pat, you have Christy Montoya and then who was the other one?

MS. HODAPP: Jennifer Jaramillo.

CHAIRMAN ANAYA: I don't see her resume in the packet.

COMMISSIONER MONTOYA: Was this advertised?

MS. HODAPP: We did advertise. We've advertised twice, and in asking the Commissioners also to come up with a name, we did not have any names from the Commissioners and Jennifer said she was very interested and we were very delighted. We feel she has a wonderful background in Santa Fe and will add that kind of mix to our board that we feel is very important.

CHAIRMAN ANAYA: I don't know. Is she in the audience? Does she want to say a few words. It's not as a motion. It's not on the agenda for approval. How do we –

MR. ROSS: Mr. Chairman, we'll have to put that on the next meeting.

CHAIRMAN ANAYA: We'll put that on the next one and then we'll just approve it. Thank you very much, Pat.

**X. B. Presentation by James Lujan on the Retirement of Santa Fe County Employee of Blas Lopez**

JAMES LUJAN (Public Works Director): We have a library at our Public Works office. Blas couldn't make it today. He was really in a hurry to get on with his retirement, but we still want to acknowledge Blas Lopez who is a mechanic in the shop there for seven years with the County. Prior to that he had been at the state pen, City of Santa Fe. He was a very dedicated worker and very hard worker. We're going to miss him. A lot of weekends he filled in on solid waste and was a truck driver when we had absenteeism from that department. He filled in as a truck driver. So I wanted to acknowledge Blas Lopez for his years of service with Santa Fe County.

CHAIRMAN ANAYA: Thank you, James, and do we have a little certificate?

MR. LUJAN: We have a plaque.

CHAIRMAN ANAYA: Oh, a plaque. Do you want to read it? What does it say?

MR. LUJAN: Board of County Commissioners, County of Santa Fe, State of



New Mexico, in recognition, certification and appreciation, presented to Blas Lopez for dedicated service to Santa Fe County by the order of this Commission on this 29<sup>th</sup> day of November, 2005.

CHAIRMAN ANAYA: Thank you, James. I knew Blas. Every time I went over there, he was a smiling guy. He's kind of a shy guy. That's why he's probably not here, but I wish he could have made it, but we'll see him around.

MR. LUJAN: We keep them shy at Public Works. That way they work harder.

CHAIRMAN ANAYA: Well, anyway, let's give him a big hand, a big round of applause. Thank you, Mr. Lujan.

Do we want to continue? What does the Commission feel? Do you want to go through the Consent?

COMMISSIONER MONTOYA: Mr. Chairman, what about A, B, C?

CHAIRMAN ANAYA: That's what I mean. If we can get through that and Consent then we can go eat.

## **XI. COMMITTEE APPOINTMENTS/REAPPOINTMENTS AND RESIGNATIONS**

### **A. Request Appointment to the Rio en Medio/Chupadero Community Center Board**

MR. GUTIERREZ: Mr. Chairman, members of the Commission, in your packets there's a memo from me requesting your approval of Nicolle Collings to be appointed to the Rio en Medio/Chupadero Community Center. She was recruited by that appointed organization. They advertised it within their meetings and they're recommending that she be appointed to this board on the community center. She will serve as the secretary of this community center and she's lived eight years in the community.

COMMISSIONER MONTOYA: Move for approval.

CHAIRMAN ANAYA: There's a motion. Is there a second?

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: And a second. Any discussion?

**The motion to appoint Nicolle Collings to the Rio en Medio/Chupadero board passed by unanimous [4-0] voice vote. [Commissioner Vigil was not present for this action.]**

### **XI. B. Appointments to the Health Policy & Planning Commission**

BECKY BEARDSLEY (DWI Coordinator): Mr. Chairman, Commissioners, we did have three resignations from the Health Policy and Planning Commission. We did advertise and had five interested candidates. At this time we would like to present Patricia

Sanchez, Lydia Zepeda-Jennings, and Beverly Russell for appointment to the Health Policy and Planning Commission.

COMMISSIONER CAMPOS: Move to appoint.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: There's a motion and a second. Any more discussion?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Becky, who are the three that resigned? I know that Richard Taaffe was one of them.

MS. BEARDSLEY: Richard Taaffe was one of them. We had a youth representative and I can't remember his name, and I don't remember who the third one was but I'd be happy to get those names to you.

COMMISSIONER MONTOYA: Okay. Thank you.

CHAIRMAN ANAYA: Any more discussion?

**The motion to appoint Patricia Sanchez, Lydia Zepeda-Jennings, and Beverly Russell to the Health Policy and Planning Commission passed by unanimous [4-0] voice vote. [Commissioner Vigil was not present for this action.]**

**XI. C. Resignation of Member from the DWI Planning Council**

MS. BEARDSLEY: Mr. Chairman, Commissioners, we did have one of our members of the Planning Council by the name of Beth Nichols. She has moved on to another position and has resigned her seat on the DWI Planning Council.

CHAIRMAN ANAYA: Beth Nichols?

COMMISSIONER MONTOYA: Move for approval.

CHAIRMAN ANAYA: There's a motion. Is there a second?

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: Any more discussion?

**The motion to accept the resignation of Beth Nichols passed by unanimous [4-0] voice vote. [Commissioner Vigil was not present for this action.]**

**XI. CONSENT CALENDAR**

**A. Budget Adjustments**

- 1. Resolution No. 2005-184. A Resolution Requesting a Budget Increase to the Fire Protection Fund (209) for Several Fire Districts to Carry Forward and Budget Forest Fire Reimbursements in the Amount of \$22,780 FY-05 & FY-06 for Expenditure in FY-06 (Fire Department)**
- 2. Resolution No. 2005-185. A Resolution Requesting a Budget Increase to the Impact Fees Fund (216) For La Cienega Fire District in the Amount of \$150,000 Expenditure in FY-06 on Fire Apparatus (Fire Department)**
- 3. Resolution No. 2005-186. A Resolution Requesting a Budget Increase to the Madrid and Chimayo Fire Protection Fund (209) to Budget a Monetary Donation from the "Safe Neighborhood Heroes" Program in the Amount of \$1,000 per District for Expenditure in FY-06 (Fire Department)**
- 4. Resolution No. 2005-187. A Resolution Requesting an Increase to the Housing Capital Improvement Fund (301)/ Housing CFP 2005 to Budget a Federal Grant Awarded Through the US Department of Housing & Urban Development for Expenditure in FY-06 \$ 396,382 (Housing Department)**
- 5. Resolution No. 2005-188. A Resolution Requesting a Budget Decrease to the Alcohol Programs Fund (241) and a Budget Increase to the State Special Appropriations Fund (318) / Teen Court Special Appropriation to Budget the Program in Appropriate Fund for Expenditure in Fiscal Year 2006 \$33,250 (Health & Human Services Department)**
- 6. Resolution No. 2005-189. A Resolution Requesting an Increase to the General Fund (101)/Land Use Permits & Inspections Division to Budget Additional Inspection Fee Revenue for Expenditure in Fiscal Year 2006 \$1,906 (Land Use Department)**
- 7. Resolution No. 2005-190. A Resolution Requesting an Increase to the General Fund (101)/County Sheriff to Budget Grants Awarded Through the New Mexico Department of Transportation for Expenditure in Fiscal Year 2006/\$33,080 (Sheriff's Office)**
- 8. Resolution No. 2005-191. A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) to Budget Special Appropriation Projects (SAP) Grants \$271,750 (Project & Facilities Management Department)**
- 9. Resolution No. 2005-192. A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) to Budget JPA/City**

SFC RECORDED 02/20/2006

**of Santa Fe Funds \$350,000 for the Sobering Center (Project &  
Facilities Management Department)**

SFC RECORDED 02/20/2006

**B. Professional Service Agreements**

1. **Request Authorization to Accept and Award a Professional Services Agreement to the Highest Rated Offeror in Response to RFP #26-1809-CORR/RH to Provide Drug Testing Services for the Adult Detention Facility and Youth Development Facilities (Corrections Department)**
2. **Request Authorization to Enter Amendment #5 for Agreement #23-0029-HR/MV with Concentra Medical Centers for the Post-Offer Physical and Drug/Alcohol Screening from the Date of Execution to June 30, 2006 for a Total Compensation not to Exceed \$30,000 (Human Resources)**
3. **Request Approval to Accept and Award a Professional Services Agreement to the Highest Rated Offeror, in Response to RFP #26-0703-PFMD/JC, for Design Services of the Santa Fe Rail Trail \$49,670 (Project & Facilities Management Department)**
4. **Request Authorization to Enter into a Professional Services Agreement # 26-0604-PW/JC for Survey and Design of the County Road 42 Road Improvements Project \$167,246.09 (Public Works Department)**

**C. Miscellaneous**

1. **Approval of the 2006 Santa Fe County Employee Calendar (Human Resources Department)**
2. **Authorize a 1.0 FTE Term Position for a Sobering Center Project Manager for the CARE Connection Program (Health & Human Services Department) TABLED**
3. **Request Authorization to Enter Amendment #3 for Price Agreement #24-0077-PFMD/MV with Iron Mountain Records Management for Storage of Santa Fe County Records from October 31, 2005 to January 31, 2006 for a Total Compensation not to Exceed \$8,000 (Project & Facilities Management Department)**
4. **Request Authorization to Approve Project Grant Appropriations-NM Aging and Long Term Services Department \$222,750 for El Rancho Community Center and \$49,000 for Bennie J. Chavez Community Center (Project & Facilities Management Department)**
5. **Request Approval of a Joint Powers Agreement Between the County of Santa Fe and the Santa Fe/Pojoaque Soil and Water Conservation District for Resource Management on the La Cieneguilla Open Space Property \$48,000 (Project & Facilities Management Department) TABLED**
6. **Request Authorization to Enter into a Lighting Agreement with the New Mexico Department of Transportation (NMDOT) For Rancho**

**Viejo BLVD & New Mexico State Road-14 (Public Works Department) ISOLATED FOR DISCUSSION**

- 7. Request for Approval of the 2005-2006 Cooperative Program Funding Agreements, for Various County Road Improvements Projects, From the New Mexico Department of Transportation (NMDOT) \$373,905.94 (Public works Department)**
- 8. Request Approval of Memorandum of Understanding (MOU) Between Santa Fe County and the Santa Fe Solid Waste Management Agency for Recycling Acceptance, Processing and Marketing Services (Public works Department)**
- 9. Request Authorization to Accept and Approve Project Agreement 06-RF-01-091 with the New Mexico Department of Transportation/Traffic Safety Bureau for Operation Buckle Down \$10,400 (Sheriff's Office)**
- 10. Request Authorization to Accept and Approve Project Agreement 06-AL-64-091 with the New Mexico Department of Transportation/Traffic Safety Bureau for Operation DWI \$22,680.00 (Sheriff's Office)**

**CHAIRMAN ANAYA:** Is there a motion to approve the Consent Calendar?

**COMMISSIONER MONTOYA:** So moved.

**COMMISSIONER CAMPOS:** Second.

**COMMISSIONER SULLIVAN:** Mr. Chairman, discussion.

**CHAIRMAN ANAYA:** Discussion.

**COMMISSIONER SULLIVAN:** One item that I forgot to bring up during the agenda discussions and it's not an item to be withdrawn but in XII. B. 1, this is a request to accept and award for professional services for drug testing services. There's no name of any entity in that item in our packet. So if we were to approve it, we wouldn't be approving anybody.

**CHAIRMAN ANAYA:** We can always go back to the agenda and move that.

**COMMISSIONER SULLIVAN:** I don't know if there is a name. I think they said that someone was going to present something at the meeting I guess.

**COMMISSIONER MONTOYA:** Either Randy or Susan was listed.

**COMMISSIONER SULLIVAN:** But there's no name of a recommended service.

**CHAIRMAN ANAYA:** I'm glad you caught that, Commissioner. This is under B under Consent, item 1, professional service agreement to the highest rated offeror in response to RFP #26-1809-CORR/RH to provide drug testing services for the Adult Detention Facility and Youth Development Facilities. And there's no name.

**COMMISSIONER SULLIVAN:** There are two names, Mr. Chairman, but it says the bid opening had not occurred or the bid closing had not occurred. There were two

firms that submitted a proposal but there's no recommendation.

MS. LUCERO: Mr. Chairman, members of the Board, at the time we were required to turn in our packet material the highest rated offeror hadn't been determined yet. We did receive two qualified responses, one from SED Medical Labs, the second from Tri-Core. And after the evaluation was completed the team determined that Tri-Core was the highest rated and we are therefore recommending awarding this contract service agreement with Tri-Core Labs. And the amount at this time in terms of the contract total award will be \$80,000.

CHAIRMAN ANAYA: Okay, Commissioner, do you feel more comfortable?

COMMISSIONER SULLIVAN: I feel much more comfortable knowing who we're awarding it to, Mr. Chairman.

CHAIRMAN ANAYA: Okay, there's a motion and a second to approve the Consent.

**The motion to approve the Consent Calendar with the exception of item XII. C. 6 passed by unanimous [4-0] voice vote. [Commissioner Vigil was not present for this action.]**

CHAIRMAN ANAYA: Do we want to go ahead and take care of that since Public Works is here. Is that a simple question?

COMMISSIONER SULLIVAN: It's not quite a simple question. I think I'd like to have all the Commissioners here. I'm sure they'd rather be here.

CHAIRMAN ANAYA: Then let's go ahead and break for lunch. We will be back at 2:00.

[The Commission recessed from 12:40 to 2:05.]

**XII. C. 6. Request Authorization to Enter into a Lighting Agreement with the New Mexico Department of Transportation (NMDOT) For Rancho Viejo Boulevard and New Mexico State Road-14 (Public Works Department)**

COMMISSIONER SULLIVAN: Mr. Lujan, could you give us a little background.

MR. LUJAN: Mr. Chairman, members of the Commission, Commissioner Sullivan, this started when we took in Rancho Viejo Boulevard and then we talked about also the reconfiguration of Dinosaur Trail coming out to 14 and the redesign of that. And the warrants showed that it needed a traffic signal so we were looking into entering into an agreement with the State Highway Department for a traffic signal at this intersection. This all started with Rancho Viejo Boulevard and Dinosaur Trail, the relocation of Dinosaur Trail. All the traffic is going to come out now to that intersection. Instead of having two intersections, we're getting one intersection.

CHAIRMAN ANAYA: So you're moving Dinosaur Trail over to the other.

MR. LUJAN: Yes. The reconfiguration is already being done.

CHAIRMAN ANAYA: And Dinosaur Trail is going to go on to Rancho Viejo Boulevard and then turn right to get onto 14?

MR. LUJAN: Correct.

COMMISSIONER SULLIVAN: And so these were requirements of the Department of Transportation for the Rancho Viejo and the La Pradera developments, right?

MR. LUJAN: I don't know that they were requirements. I don't recall that they were requirements. I think it's part of the - it was the traffic impact analysis that required a light, that showed it, the TIA. I don't that it was a condition on their development. It may have been. I don't recall, Commissioner.

COMMISSIONER SULLIVAN: Okay. I recall seeing it in their TIA for La Pradera and also as a part of Rancho Viejo's commercial development there at the intersection. So what does this require that we pay?

MR. LUJAN: Mr. Chairman, Commissioner Sullivan, this will require us - all the construction and installation will be done by - I believe it's Rancho Viejo or the DOT, and all we will be paying is the electric bill, which comes out to approximately \$140 a month. It's like all the other agreements we have, in Eldorado, Pojoaque Corridor. It's just another one of the lighting agreements. What it is is that DOT does not pay for the power for these. It's up to the entity that it's in.

COMMISSIONER SULLIVAN: Okay, then I recall seeing a breakdown in the agreement of the DOT paying 75 percent, and who pays the other 25 percent?

MR. LUJAN: No, Mr. Chairman, Commissioner Sullivan. I believe that was in the wrong location. I think you're looking at the agreement for the co-op projects. They're right next to each other. I made the same mistake. If you look under Section XII. C. 5. It stands by itself.

COMMISSIONER SULLIVAN: Okay.

MR. LUJAN: It was mixed in there. I don't know why. They paid for the total amount.

COMMISSIONER SULLIVAN: Okay, and then I noticed, maybe it was also in the co-op agreements that if there was any overage, that that was a responsibility of the County. Is that the case in this agreement or does DOT build all of it?

MR. LUJAN: You were reading the other agreement.

COMMISSIONER SULLIVAN: That was in the other agreement also.

MR. LUJAN: This will be 100 percent constructed by the contractor.

COMMISSIONER SULLIVAN: Okay. So we're also, in addition to the electrical energy, we're also responsible for any repairs, equipment failures, underground conduit, cables, pull boxes, signal heads, lighting fixtures and poles.

MR. LUJAN: That is correct. Most of the time what we do is we do cost-share with the DOT on all the intersections. They come out and actually do it for us and help us out because we don't have bucket trucks and such. We have had to pull conduit and pull wire through conduit and replace some in certain areas of the corridor in Pojoaque but that's just part



of the general maintenance.

COMMISSIONER SULLIVAN: Yes, I guess my concern is it's the developments at La Pradera and Rancho Viejo that have generated the traffic that needs this traffic signal. We did an impact study a couple years ago for the Community College District and the impact study indicated that we were deficient in our funds for road improvements in the Community College District over the next 20 years, that it was going to constantly become a greater burden because we don't have road impact fees like the City does or like other municipalities do. This looks like another example of that. It just seems to me that the beneficiaries of this are primarily the developments that utilize it and that they should pay for it.

Now, I understand that maybe the contract needs to be signed by us, because the DOT has to deal with a public entity. But it seems to me like the cost of this is again, something that would normally be covered by an impact fee, which we don't have.

MR. LUJAN: Mr. Chairman, Commissioner Sullivan, I totally agree with you on that, but that's the agreements we have in the Eldorado area and the Pojoaque area, all those lighting agreements do turn costly but maybe we need to look at impact fees for the future so we can pay for some of these. But we do have lights all throughout the county that the County pays for. It's the power.

CHAIRMAN ANAYA: Commissioner Sullivan, your concern is the \$140 a month.

COMMISSIONER SULLIVAN: Not only that, which is not a tremendous amount of money but all of the maintenance of these facilities, the controls, the luminaires, the poles if they get hit by vehicles and have to be replaced and so forth. All the maintenance of the intersection improvements, the traffic lights here are maintained by the County. And as Mr. Lujan says, occasionally he gets the DOT to help him out when they have to get a big truck but we're obligated both legally and cost-wise to keep these traffic signals operating. And I just think that this should be reimbursed by the beneficiaries of that until such time as we get an impact fee and then that would handle that. We still are going to have to enter into the agreement because the agreement that the DOT makes you sign is with a public entity. They won't sign an agreement with Rancho Viejo or La Pradera, but we can hold off signing this until they agree to reimburse us the cost of it until we have appropriate impact fees in place, which we don't currently have.

CHAIRMAN ANAYA: So are you saying that we need to maybe put a policy together and create impact fees for not only this area but for all the other areas that have signals?

COMMISSIONER SULLIVAN: We probably do, Mr. Chairman. It's not on the immediate horizon right now, and until we do that I'm just thinking with regard to this agreement and agreements that clearly benefit specific parties and developers, without which this intersection improvement wouldn't be needed. It's their obligation to pay for the maintenance of it until such time as we have some other mechanism for those maintenance fees, which we don't have right now.

CHAIRMAN ANAYA: Did you have a comment? Any more comments?

MR. LUJAN: Mr. Chairman, Commissioner Sullivan, I just wonder how we deal with people not from that development that use that intersection, that are going to use that intersection, to the Community College. And that's what worries me about the impact on that intersection is not just people from the development. Yes, the roads have been created, but I've got a concern about the traffic from the Community College and from other areas that aren't just from that development. That's kind of a concern of mine, because it's going to be a big impact there without a traffic signal.

COMMISSIONER SULLIVAN: I understand, but the students for the Community College were using the intersection before and what triggered the need for these improvements and this signalization was the additional development at La Pradera and at Rancho Viejo, the commercial development we approved here just a month or two ago along Route 14. So these developments are not being assessed any impact fees other than fire impact fees, and again, that's a free ride that no other county or municipality our size provides and so where we have a case where the incremental improvements to the intersection are a cause of this new development in La Pradera and the new development in Rancho Viejo, I would think at a minimum, we could apportion the costs between their traffic and the traffic that say, uses the Community College.

CHAIRMAN ANAYA: Okay, are there any other questions, comments? I would say that we could go on and on about who pays for what, but what do our taxes pay for? What do the citizens of Santa Fe County pay their taxes for? I think they pay them for signals. I think they pay them for a lot of things the County provides. So we have to look at that also and not just always go back to the people and say, we need more money. We need more money. Commissioner Campos.

COMMISSIONER CAMPOS: When we need more money, what do we do? I would just ask Mr. Lujan a question. This is a State Road, right?

MR. LUJAN: That is correct. Highway 14 is a State Road. Rancho Viejo Boulevard is a County Road.

COMMISSIONER CAMPOS: So because there's an intersection between a State Road and a County Road, the State is taking the position that we have to take on additional responsibilities, not only for electricity but also for replacement of items installed through damage?

MR. LUJAN: That is correct. The impact has come from the County Road, which is Rancho Viejo. If there was no Rancho Viejo Boulevard there would be no need for an intersection so the DOT wouldn't have any concern about it.

COMMISSIONER CAMPOS: So that is their standard then. Is it a written standard?

MR. LUJAN: I'm not certain about that. I think it has something to do with their access permits and their access regulations that they have for entering into a State Road and your traffic impact analysis.

MR. ROSS: Mr. Chairman, there is a State Highway Commission regulation on this point that specifies all the rules that apply to signals and who pays for what.

COMMISSIONER CAMPOS: And when there is an intersection between a County Road and the State Road the County has to take some responsibility for the payment –

MR. ROSS: Of utilities. Yes.

COMMISSIONER CAMPOS: Plus, if there's damage to the infrastructure, the County then assumes that risk.

MR. ROSS: Right. You can debate whether that's an equitable system but that's the system that's been in place for many years. And they implement it through a regulation, so it is written down.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, I have a question and probably Roman, our Deputy County Manager, you're the only one that I see in the audience that might be able to answer this. Is it possible – and I'm looking at a remedy for this – through the conditions of approval for these developments that we could request a street light as Commissioner Sullivan is advocating for.

MR. ABEYTA: Mr. Chairman, Commissioner Vigil, it is possible in cases that haven't been approved yet, but I think the two cases that Commissioner Sullivan has referred to have already gone through the approval process. So I don't know if there would be a way to go back and impose a condition on them because it's already been done.

COMMISSIONER VIGIL: I didn't mean for my question to be retroactive. I meant is it something that perhaps through the land use review process, the reviewers could look at traffic impact with regard to that, and I know we do have a traffic assessment that's done on most of the developments. But if there is a need for signaling once these developments do come before us for preliminary and final, if in fact staff could look at the option of that signaling and we could look and work with the development with regard to that.

MR. ABEYTA: Mr. Chairman, Commissioner Vigil, yes, we could look at that. Part of the difficulty though is that a lot of times it's the last one in the door that gets stuck with having to pay for the light or install the light, but maybe there is a way that we can be a little more pro-active and take an area like the Community College District where we know that there's a plan in place and there's going to be development and we can create some conditions or something so that everybody pays their fair share, instead of the last person. But that is something we can look at.

COMMISSIONER VIGIL: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: You're welcome.

MR. LUJAN: I was just wondering, how would you impose it? Do you impose it through a homeowners association once a development is complete and there's no longer the developer there. Who do we collect, who does the County collect the money from to pay for the power bill?

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: There's a couple of ways to do that. While the development is in progress you collect the money from the developer and if the developer, by their covenants, rolls that over to the homeowners association, which they normally do. They

normally include everything. Then the homeowners association picks that money up. But the easier process of course is an impact fee, which the feasibility study brought up to us and that's collected at the time each building is built and goes into a fee which then earns interest and is used for future improvements. So that's a cleaner way to do it. But we don't have that in place. It just seems that we have these costs, and I understand that the DOT has the requirement that it be done by the County, the contract be executed by the County and the County assume that.

There's no DOT requirement that I'm aware of that says the County can't recoup that cost from some other entity and that's what I'm suggesting here is that we look into it. There is a provision in the approval of both of these developments that says that the developer will participate in an assessment - it doesn't say an assessment district, but it says - what's the words that are use in there, Roman? A community assessment? A special assessment? It doesn't say special assessment, but it says that the developer will in the future participate in an assessment process to allocate costs of improvements. I don't think it specifically says utilities. That's in both of the approvals, and it's fairly vague, but this is the kind of thing it applies to.

MR. LUJAN: So, Mr. Chairman, Commissioner Sullivan, for Dinosaur Trail, when that signal goes in, did we impose - because it's going to come back up and that's not even a participant by the DOT, who's going to pay for the power for that one? Was that one of their conditions, that they would pay the power? I'm just wondering how we want to handle that one because it's coming up next.

COMMISSIONER SULLIVAN: Good question. I don't know.

MR. LUJAN: We didn't put any stipulation on them. We did, the Commission did require them for a traffic signal but they didn't say who was going to pay the power.

COMMISSIONER SULLIVAN: Well, we can look to that. I think that general statement is also in that La Pradera agreement as well. It just would apply to that. I think we could make a reasonable allocation of both that and the Richards Avenue-Dinosaur Trail signal, and any future signals again, until such time as we have an impact fee policy and that may be one year. It may be ten years. I just don't know. But that's my recommendation, would be to move forward with this agreement and give staff the direction to negotiate a cost-sharing agreement. If they can't negotiate it we can talk about it a little further and perhaps tighten up our procedures, as Commissioner Vigil says, for future approvals. Because it's an issue that's just going to multiply.

CHAIRMAN ANAYA: Any other comments?

COMMISSIONER MONTOYA: Mr. Chairman, move for approval.

CHAIRMAN ANAYA: There's a motion. Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Motion and second. Any more discussion?

COMMISSIONER SULLIVAN: Well, I would like to ask if that includes the direction I just was talking about?

CHAIRMAN ANAYA: I don't think it did.

COMMISSIONER MONTOYA: No.

**The motion to approve XII. C. 6 passed by majority 4-1 voice vote with Commissioner Sullivan voting against.**

COMMISSIONER VIGIL: Mr. Chairman, I move that we go into session as the Board of Finance.

CHAIRMAN ANAYA: There's a motion.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: And seconded. Any discussion?

**The motion to convene as the Board of Finance passed by unanimous [5-0] voice vote.**

CHAIRMAN ANAYA: Okay, we're now the Board of Finance.

**XIII. Staff and Elected Officials' Items**

**A. County Board of Finance Meeting**

**1. Resolution No. 2005-194. A Resolution Designating First State Bank NM as a Depository Financial Institution (Treasurer's Office)**

VICTOR MONTOYA (County Treasurer): Good afternoon, Commissioners, ladies and gentlemen. I'm here today, Commissioners, to ask you to consider and appoint First State Bank, who has applied to be a financial depository institution, to receive deposits for Santa Fe County funds. Under state statute and the County's investment policy, the Board of County Commission, acting as the Board of Finance is responsible for selecting depository financial institutions and establishing the minimum collateral level they must maintain as security for County deposits.

I and the Investment Committee have personally reviewed First State Bank's entire application and recommend you appoint them as a depository financial institution and request that we provide them with \$5 million to invest in CDs in denominations over \$100,000, and also for seven-day CDs fully collateralized by an irrevocable letter of credit from the Federal Home Loan Bank in Dallas.

In brief, Mr. Chairman, in your packet I provided - well, I sent you all an e-mail, and then I provided a booklet similar to this from First State Bank. And just to hear a few of the highlights here, number one, they are our custody bank. They handle all our daily cash deposits. Currently, First State Bank invests our overnight deposits in a REPO account that currently pays 3.5 percent. That's a half a percent less than the federal funds rate at this time which is four percent. First State Bank offers competitive rates on their CDs, money market accounts, and repurchase agreements as you will see in the attached proposal which I also included in your packet.

First State Bank is financially strong and qualifies for a Class A risk classification which

is the highest available under our investment policy and has agreed to invest 100 percent of the money the County deposits or invests with the bank in Santa Fe County via loans that will further the economic development and vitality of the county. In addition to the proposed resolution designating First State Bank as a depository financial institution, as I mentioned before, they have provided a binder to all of you which I distributed. And with that said, Mr. Chairman, I just want to reiterate a little bit of information on the Investment Committee.

As previously reported, we have been meeting each month since April 2005 and with the advice and consent of the Investment Committee, I have continued to invest County funds in safe alternatives that will increase the amount of interest income the County earns on funds not required to meet the County's immediate cash flow needs. My next report to the County Board of Finance as a formal update on the Treasurer's investment activities should be at the BCC January administrative meeting and every quarter thereafter. Of course, I would be happy to discuss the County's current investments with any Commissioner at any time.

One of the things that I wanted to bring to your attention, as I mentioned previously with First State Bank, we entered into a REPO agreement. Basically, what that does is any funds remaining in our accounts at the end of the day are swept into a REPO account which earns that 3.5 percent interest rate over night. Currently the state investment pool is about 3.17, so that's almost a third of a percent more. Currently, I believe as of last Friday or Monday, I can't remember which, we had around \$23 million sitting at First State Bank that I chose to leave there because we're earning that 1/3 percent additional interest. On an annual basis, what we would earn on \$23 million would be about \$800,000 at the 3.5 percent rate. So that additional money, or that same amount of money if we invested it at the pool would only earn us around \$715,000. So by keeping it at First State Bank and that sweep account that's invested into an overnight REPO, we earn approximately between \$80,000 and \$85,000 more a year. So I just - one of the things that I'm doing in the investment account.

At this time I'd like to introduce Ms. Pat Murray who is a senior vice president at First State Bank. Why don't you join me up here in case the Commissioners have any questions or anything. With that, Mr. Chairman, I'll stand for questions.

CHAIRMAN ANAYA: Thank you, Mr. Chairman. Is there any questions of Victor? No? Okay, Commissioner Sullivan.

COMMISSIONER SULLIVAN: Victor, you mentioned about investing locally and so forth. This is of course the First State Bank of Albuquerque and I understand - I'm looking at what's called the Community Reinvestment Act performance evaluation that's in the packet. I guess two of the tests that they apply to banks, two of the three are investment tests and service tests, as I read it, and I'm not a banker, and I'm sure we can get some clarification on this. And I'm reading on page 34 of that document. Under the investment test it said First State Bank, FSNM, has a poor level of qualified investments and grants in the Santa Fe assessment area. And then under the service test, under community development services, it says considering the number of opportunities available in the area, FSNM provided a minimum level of community development service.

So it sounds like their level of investments and services in Santa Fe is, at least according

to the federal government, at a poor level, which is the lowest of the three. They have poor, good and excellent. So was the selection of this bank part of a request for proposals? Did we feel that they had a better level of investment policy in Santa Fe than other banks? Let me ask Mr. Montoya about that, because you handled the selection.

MR. MONTOYA: In terms of what I looked at I guess was primarily the investment yield that we could get from the bank. Basically, what I have received is just assurances from them that they will invest more in our community.

COMMISSIONER SULLIVAN: Okay. So your interest was primarily getting the best dollar return for the County. But was this selection made under a request for proposals?

MR. MONTOYA: No.

COMMISSIONER SULLIVAN: So how did you come about to pick this bank?

MR. MONTOYA: It's based on our investment policy and part of our investment policy is available to any bank. If they ask for a copy of our investment policy, we provide it to them and within the investment policy it shows on there if they desire to be selected as a depository financial institution, the application that they need to submit to the investment committee and to myself and we just make sure that they provide all the documentation that we request and then we come to you and ask for that designation.

COMMISSIONER SULLIVAN: And does that investment policy - I don't have it in front of me - does that have any criteria about these investment tests and service tests?

MR. MONTOYA: To my knowledge I don't believe so, Mr. Chairman.

COMMISSIONER SULLIVAN: Maybe that's something we would want to look at in the future is to see what their levels are of investment and service in the community, since we have a lot of options of where to put our money in Santa Fe.

MR. MONTOYA: Mr. Chairman, I don't believe that the investment policy covers that, but Greg Shaffer, our County Attorney, he could probably address that a little better than I could.

GREG SHAFFER (Assistant County Attorney): Commissioner Sullivan, if I could ask you to indulge me to repeat your question. I was consulting with County Attorney Ross.

COMMISSIONER SULLIVAN: I think my question was answered. My question was are any of the tests that are used by the Community Reinvestment Act performance evaluation, the investment test, the service test, or the - I forget what the other one is. There's three of them. Are any of those used in our policy, our financial policy for the designation of depository banks and the answer was no.

MR. SHAFFER: I believe that is correct.

COMMISSIONER SULLIVAN: Okay. Then my suggestion is that maybe we look at -

MR. MONTOYA: At the investment policy, Mr. Chairman?

COMMISSIONER SULLIVAN: At all three of those policies when we're evaluating banks and see how they performed. It's one thing to say, yes, we're going to do it.

Another thing to have a record of performance and it seems like that would be important to me.

MR. MONTROYA: Okay, Mr. Chairman. We'll take that under advisement.

CHAIRMAN ANAYA: Any other -

COMMISSIONER SULLIVAN: I think also we certainly want to give your officer of the bank the opportunity to respond to that. I don't want to be one-sided on this and perhaps there's something in that evaluation that's not accurate.

PAT MURRAY: Thank you, Commissioner Sullivan. There is - what happened last year when we had our Community Reinvestment Act reviewed by the federal agencies it was a three-year old review because we had not been examined for two years. Because of our high rating we only get examined every two years. And we have in this past year, for instance the things that qualify for the Community Reinvestment Act, we are being much more careful in recording those things. We give back to the community in excess of \$100,000 and much of that is qualified to this but the examiners were looking at primarily the Albuquerque area when they did this. We have just made a loan to the new school at Santa Maria de la Paz and we will be giving back almost 100 percent of the interest from the loan. First off, it's a very, very low interest rate, but we will be giving almost all of that back in equipment and supplies for the school, all of the interest we will be earning. And that is something that in the past we have not done a good job in recording. We are doing a better job of recording those types of donations now.

CHAIRMAN ANAYA: Okay. Commissioner Vigil.

COMMISSIONER VIGIL: I have a question for Greg, just for my own peace of mind. Greg, is there an exception to requiring an RFP for this?

MR. SHAFFER: Mr. Chairman, Commissioner Vigil, I believe that that is how I would harmonize the procurement code with the specific statutory provisions that spell out the process by which a local bank can become a depository financial institution. It's been a while since I've looked at those specific statutes so I can't quote you chapter and verse, but it does specifically lay out what they need to agree to do and what they need to provide to the board in order to be qualified to receive County deposits.

And as the County Treasurer indicated, it really is a situation which the door is open to any institution in the community that has a manned office here to come in request to be appointed a depository financial institution and by statute, we would be required to do business with them unless there was some strong countervailing reason why we could not, such as a default on a prior obligation to the County.

COMMISSIONER VIGIL: Okay.

MR. SHAFFER: To put it as bluntly as I can, Commissioner, and please let me know if I didn't answer your question, it's not as if it's a real competition process. Our door is open and by statute we need to do business with any institution who wants to be eligible to receive our deposits, providing that they meet certain minimum criteria.

COMMISSIONER VIGIL: I understand the selection process and it's probably within our policy in the state statute, I guess I'm having a difficult time reconciling in my mind how we could do this without going for a request for proposals. If in fact that is your position



that this does create an exception to it, then I'm comfortable with it. I think First State is an excellent bank and I do believe that they probably do contribute to the community far more than what they're recognized for. But by the same token I want to make sure that we have complied with the procurement process.

MR. SHAFFER: We have, Commissioner.

COMMISSIONER VIGIL: Thank you. I'll take your assurances.

CHAIRMAN ANAYA: Is that a motion, Commissioner?

COMMISSIONER VIGIL: Yes.

CHAIRMAN ANAYA: Wait. Hold on. I'm sorry. Commissioner Campos.

COMMISSIONER CAMPOS: I don't have any more questions.

CHAIRMAN ANAYA: He got mad at me because I ignored him.

COMMISSIONER VIGIL: I asked his question.

CHAIRMAN ANAYA: Is that a motion, Commissioner.

COMMISSIONER VIGIL: Yes. I move for approval.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: Motion and a second. Any more discussion?

**The motion to approve Resolution 2005-194 passed by unanimous [5-0] voice vote.**

CHAIRMAN ANAYA: Thank you all very much. We appreciate the hard work that you do. Can I have a motion to come out of the Board of Finance?

COMMISSIONER MONTOYA: I'll make that motion, but for that, Mr. Montoya, I would like to, at some point sit down and take your invitation to do that. Sit down and go over the stuff.

MR. MONTOYA: Any time, Commissioner Montoya.

COMMISSIONER VIGIL: Mr. Chairman, I have a question too. We're receiving 3.5. Why not the 4.0 that's available?

MR. MONTOYA: That's the fed fund's rate and that's basically I guess what the bank has to pay. So they keep that half. So if we reduce the 100 percent collateral requirements we could obtain about 3.75.

COMMISSIONER VIGIL: Okay. So that's an offset is what it is. When we're requiring 100 percent collateral they actually give us a lower interest rate.

MR. MONTOYA: Yes. And one of the things, as you all are well aware of, the investment program was pretty much at a standstill since about 2000 and I'm moving very cautiously. I know I'm being very conservative at this point in time, but I want to make sure that whatever we do invest is fully collateralized, just like the overnight REPO account that I mentioned to you earlier. That was one of my big concerns, because we're sitting there with \$23 million in the bank, based on our tax collections so far this year and they're 100 percent collateralized. So I feel very secure.

As time progresses and we establish a track record with the banks that we've designated depository financial institutions, I think that that's something that we can look at to improve our

yields.

CHAIRMAN ANAYA: Thank you.

COMMISSIONER MONTOYA: Mr. Chairman, move to come out of the Board of Finance.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: There's a motion and a second. Any more discussion?

**The motion to come out of session as the Board of Finance passed by unanimous [5-0] voice vote.**

CHAIRMAN ANAYA: We're going to wait for Judge Hall, if that's okay. Steve, is that what you guys want and we'll move on to Water Resource Department.

### **XIII. Water Resource Department**

#### **C. Request Approval to Amend the City/County Water Resources Agreement to Change from Three to Four Delivery Points**

STEVE WUST (Water Resources Director): Thank you, Mr. Chairman. This is an amendment to the City/County Water Resources Agreement that was agreed to - I forget the date. This year or late last year. This arose out of County's plans to build the Agua Fria Community Center. We needed water supply for that center. There are also a couple of other County facilities there. There's a lot of County land right around that area. The other facilities that are currently on wells are La Familia and a fire station.

There were four options, basically, of getting water to this facility. One is to drill another domestic well to supply the Agua Fria Community Center itself. One was to try to work up an arrangement with the Agua Fria Mutual Domestic Association to have them supply us water. One was to become just a simple commercial customer of the City. And one was to develop County infrastructure where delivery from the City would be one of the delivery points as agreed to in the City/County water service agreement. The City staff, working with the County staff discussed various options and felt, all staff, both City and County feel that the best option is the one you see before you. The reason is several-fold and those reasons are what gave us some problems in some of the other options.

For example, working with the Agua Fria Mutual Domestic, first off, they have been talking to us about supplementing their water supply so we were reluctant to try to put an additional strain on their water supply to begin with, plus it would take a joint powers agreement, which who knows how long that could take, and this is a project that is moving forward right now. The idea of a domestic well, the County has taken the forethought to try to reduce the number of individual domestic wells in the area and we tried to keep to that tenet. Becoming a commercial customer of the City was feasible. The issue there was the City, like the County utility, requires that if we did that we would have to turn over all the infrastructure we build to the City, just like we require developers to do that for us.

So by doing it this way, we put a master meter at the main City line at Agua Fria where County Road 62 meets it. From then on, all the infrastructure is the County's. It's ours. It's part of the County utility, and then the other issue of course is being a commercial customer of the City which isn't an issue here, is the debate about whether usage of County facilities comes out of the allocation that the County gets from the City, a total of 875 acre-feet at this time, 500 plus 375.

So by doing it this way, that water that comes through that meter is the County's. It comes out of our allocation and it's ours to choose to do with what we want. We build the infrastructure to our standards. We use it as we see fit. If we want to put the fire station on it, we can. If we want to put La Familia on it, we can. And how we arrange to work on the Agua Fria Community Center, we do it because it's our infrastructure. The ultimate goal, I'll tell you, along that location is to hook that in the other direction when the Buckman line comes through. So that was always planned to be on County water anyway. So this kind of fits in the long-term plans and makes a fairly simple arrangement with the City. The requirement of that, however, is that because the City/County water services agreement specifies three delivery point, this would make a fourth, and so it requires an amendment. We are specifying four delivery points. You have a map in your packet showing where the original three are and where the fourth point would be, that is at the corner of Agua Fria and County Road 62.

The City Public Utilities Committee voted overwhelmingly to approve this plan and recommended to the City Council. The City Council, if the County Commission gives a favorable response to the amendment, will vote on the very same amendment at their December 14<sup>th</sup> City Council meeting. I stand for questions.

CHAIRMAN ANAYA: Any questions?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

CHAIRMAN ANAYA: Stephen, how is this going to tie in with the upcoming report that we're waiting for in terms of the geo-hydro study?

DR. WUST: Mr. Chairman, Commissioner Montoya, it doesn't really, because that upcoming report is looking at potential locations for wells as part of our conjunctive use strategy.

COMMISSIONER MONTOYA: As opposed to delivery points?

DR. WUST: Yes. A delivery point is – this is a delivery point of City water to County water. And so no wells are involved, no new drilling is involved or anything like that. So it's not – it may tie in eventually if the model says that's a good location for a possible production well, but we're not looking at that as part of this infrastructure.

COMMISSIONER MONTOYA: Okay. Has this been through legal review?

DR. WUST: Mr. Chairman, Commissioner Montoya, yes it has.

COMMISSIONER MONTOYA: It has? Okay. Mr. Chairman, I would move for approval.

CHAIRMAN ANAYA: The Commissioner has made a motion to approve. Is there a second?

COMMISSIONER CAMPOS: I have a question.

CHAIRMAN ANAYA: I'll get to you. I'll second it for discussion.

Commissioner Campos,

COMMISSIONER CAMPOS: The issue of annexation. Is this an area the City has focused on for annexation purposes? If so, if there is annexation, what is the – how does this affect this decision?

DR. WUST: Mr. Chairman, Commissioner Campos, at the PUC meeting where this issue came up and they voted for this arrangement, they started debating amongst themselves about whether this is an area they want to consider for annexation. And basically, to summarize the debate, it was all over the map. So I didn't get any clear signal that they thought this was an area they wanted to annex, not an area they wanted to annex. Rudy Garcia pointed out to them, as he had to us, that there's quite a bit of space between the current city limits and this location anyway so it's not an immediately annexable area from the look of it.

COMMISSIONER CAMPOS: It's within the 599/I-25/St. Francis area that has been proposed as a 14,000 acre annexation, isn't it?

COMMISSIONER VIGIL: Mr. Chairman, is this not in the traditional historic community, which cannot be annexed unless the community itself elects to be annexed by a 51 percent vote?

RUDY GARCIA (PFMD): Mr. Chairman, Commissioner Campos, this property is within the traditional historical community of Agua Fria so it would not be able to ever be annexed into the city limits.

COMMISSIONER CAMPOS: And the lines and everything are within the traditional historic community?

MR. GARCIA: Mr. Chairman, Commissioner Campos, yes.

COMMISSIONER CAMPOS: But you're also proposing to service areas outside of that area, including – or is La Familia within the traditional community?

MR. GARCIA: Mr. Chairman, Commissioner Campos, La Familia is within – this is actually located on the County park that actually is patented to the County from the Bureau of Land Management and is roughly about 69, 70 acres out there and this is where La Familia Medical Center, this is where the County fire station is. This is where our community center will be located at. So La Familia is within this boundary.

COMMISSIONER CAMPOS: It is within the historic boundary?

MR. GARCIA: Yes.

COMMISSIONER CAMPOS: It is?

MR. GARCIA: Yes.

COMMISSIONER CAMPOS: This 69 to 70 acres is within the historic boundary of the Agua Fria.

MR. GARCIA: Yes.

COMMISSIONER CAMPOS: Okay.

CHAIRMAN ANAYA: Okay, Commissioner Sullivan.

COMMISSIONER SULLIVAN: Steve, of this 875 acre-feet, which consists of

500 plus the 375 additional from the City, how much of that 375 is left?

DR. WUST: Mr. Chairman, Commissioner Sullivan, we're trying to calculate that out. There seems to be less than 100 committed so far. So at least 275. Maybe even more than that. At the moment, somewhere around 275, 300.

COMMISSIONER SULLIVAN: Okay. Didn't we commit about 100 acre-feet to Rancho Viejo?

DR. WUST: It was around 70, I believe. And then Pearson - I'm trying to remember now. Just five, somewhere around there.

COMMISSIONER SULLIVAN: Okay. So we've got about 300. Okay. Thank you.

CHAIRMAN ANAYA: Okay, there's a motion and a second. Any more discussion?

**The motion to amend the water service agreement with the City passed by unanimous [5-0] voice vote.**

COMMISSIONER MONTOYA: Mr. Chairman, I'd like to welcome in the audience back here former governor from Tesuque Pueblo, Charlie Dorme.

CHAIRMAN ANAYA: Welcome, Charlie. Thank you, Commissioner.

### **XIII. B. Project and Facilities Management Department**

#### **1. Discussion and Possible Direction Regarding the Proposed Judicial Complex [Exhibit 2]**

CHAIRMAN ANAYA: In the back we have Judge Hall who is with us and Steve Pacheco who is here, and I forget your name ma'am. Angela Pinado. Thank you all for being here.

MR. GUTIERREZ: Mr. Chairman, members of the Commission, myself and staff have prepared a small presentation for you this afternoon regarding the County's infrastructure growth needs and also the new judicial complex. I know that all of you have had some discussion on this and staff has had discussion on this. We have put something together to give you a picture of what we were thinking of in terms of taking your thoughts and putting them to paper and at the conclusion of this to see if this ties in what your ideas were in terms of the judicial complex.

This falls in line with a lot of discussion in terms of the County moving from Class B status to Class A status. We have a lot of infrastructure needs. So we've labeled it Small County, Big Future; Planning for the Bigger Picture. Where we been is the current challenges we face in the County within the Projects and Facilities Management and the issues you've heard about quite frequently is existing workspace. Workspace within the judicial complex, within this building and throughout the County in terms of office space whether it's sufficient

and how it's functional, it works within the interactions of the departments.

We've also talked about parking for the customers and for the employees. You've all heard that parking is a major issue for the public trying to access County services and also employees parking on a daily basis. Public accessibility, because of limited parking it makes it difficult for the public to transact business within the County. Security issues, this was a presentation that Judge Hall gave to you all in a previous Commission meeting in terms of the security issues at judicial. The interaction with the public and with people going to court at this point. And public safety issues, possible ADA, fire issues and those things that we may have with current facilities.

So those are the current challenges that we face and there's nothing new here; you've all heard this before. Back in January I was not here but looking at the notes, the Commission at that point, it was somewhat of a consensus that you all wanted to keep the County offices downtown. And the reason for that, my understanding is downtown Santa Fe has always been the traditional center for government. It provides an economic anchor for the downtown community. In addition to that being in downtown Santa Fe is a central point for people accessing from the north and south regions of the county.

The current resources that the County has right now in terms of infrastructure is the administrative building, which we're all in right currently, the judicial building and we don't have 2.4 acres but we have a good portion of those 2.4 acres where the district attorneys' office is at, where Enacon and the recently purchased property which is the Paramount. There is one piece there that we have looked at and if you put all that area together it encompasses 2.4 acres, so the footprint there is basically 2.4 acres that we're looking at.

In calendar year 2004 the County hired DCSW to do a needs assessment for the County, and what I'm going to show you here is basically their findings in terms of employee growth over the years to come. In the administrative building, this is the building that we're housed at right now is approximately 37,000 square feet of space here. The employees in the building currently in 2006 are 159; they're projecting that to go up to 201 in calendar year 2009.

In the judicial building it's approximately 59,000 square feet. There are 78 employees right now and that is projected to go to 114 employees. At the district attorney's office it's a little over 20,000 square feet. There are 69 employees now and it's expected to grow to 106. At Enacon where we're housed at, there's 8400 square feet. There's 22 employees, and it's projected to go to 29 employees in 2009.

If you add the square footage of all these buildings, it's roughly 124,000 square feet. DCSW projected that in the next 20 years the County is going to need in excess of probably 220,000 to 250,000 square feet of office space to be incorporating all the functions that I just listed here. The current environment, also again, I keep going back to the property that the County owns a majority share of and that's at 2.4 acres. We in our department have developed a strategy and this is what we want to work with you on and present our ideas. And there's no new ideas and most of you have already thought about this, that the first step in moving forward with the infrastructure needs is to build a new courthouse and look at the DA's

location, the district attorney's location, whether it would be on the space, in a building, with the courthouse, in a separate building in the footprint that we've talked about, the 2.4 acres or in another place.

The next step we would look at is the judicial building would be vacant and that would provide opportunity for the County in terms of its infrastructure needs. The opportunity is that we can look at organizing the departments in a more functional grouping that would provide possibly improved public access, looking at maybe departments that would move into the judicial, that interact with the public on a daily basis as opposed to less infrequently. We would also address space requirements and provide the opportunity to increase the office space for the employees.

CHAIRMAN ANAYA: Joseph, I've got a question. When you say build a new courthouse, are you talking about - what courthouse are you talking about?

MR. GUTIERREZ: I'm sorry. Build a new judicial courthouse. Not this courthouse.

CHAIRMAN ANAYA: Okay. Thank you.

MR. GUTIERREZ: The judicial complex, there's improved parking opportunities compared to this building right here where it sits right now.

And the last piece that we'll be looking at is upgrading this current facility. There's some building code issues. The fire, sprinkler system, those types of things. This is probably a better location for support functions. The departments that own it don't interact with the public frequently but interact with all the departments that provide support services. This also gives us the opportunity to provide expansion of existing office space for the employees that would be housed here.

How do we do this? The first step that we were thinking about that we've discussed within the department is that we go out for a site feasibility study. And this would be developing options for the Sandoval property, which is the 2.4 acres. Look at what parking structure options we would have, a security assessment. Look at the feasibility of where the DA would be located, review building code issues and other things. It wouldn't be limited to these items here but these are just a few that we throw out there. In terms of moving forward, we would need to acquire the piece of property on that 2.4 acres that the County currently does not own.

The timetable that we're looking at is that we could bring to this body at the next meeting. We could bring a professional services contract for the site feasibility study for you approval again, on 12/13. The report would probably be due back to the County staff within approximately 30 days. The importance of getting it due back in 30 days is that we can use this for the upcoming legislative session. The new legislative session, just to remind you all, that the County has a request in in our ICIP plan for \$1.5 million for A&E services for the judicial complex.

In addition to this, I was contacted probably three or four weeks ago by Judge Hall in terms of the administrative office of the courts is looking at their capital needs and due to the fact that we are looking at building a new judicial complex, I provided a number to Judge Hall

of approximately somewhere between \$25 to \$35 million as an estimated cost for a new judicial complex. There may be a number that would be included in the administrative office of the court's capital request that would help supplement that cost for the County. I don't know that that's what's going to happen for a fact but the possibility exists.

And the other thing is that we look at by the beginning of March, because the session would be over, that would be finalizing some type of financial package to present to you all in terms of how we could fund something of this magnitude in terms of the judicial complex and meeting the needs of the judicial complex and the admin building.

If all this were to come in place we could probably go out for if the funds were secured, we could go out for A&E services probably some time mid-March or early April at that point.

We talked about what finance options are there and just to bring some clarity to what dollars the County does have available, the item that when you all passed the 1/16 GRT, that provides an annual revenue to the County of two million dollars. The bonding capacity that the County has with that two million dollars is roughly about \$20 million. That's the only thing that's in place that provides funding for infrastructure needs of the judicial complex or other infrastructure items.

Another possibility, and again, this is just food for thought out here and this is something that has been presented to you in a previous presentation, that the possibility could exist that if we were to amend, if you were all to amend the capital outlay GRT ordinance, and dedicate that 25 percent GRT, that provides an annual yearly revenue of two million in bonding capacity of \$20 million. Those two items would provide bonding capacity of \$40 million.

We also have a financial advisor on staff for the County now and we will visit with this financial advisor. I talked to Susan, the Finance Director on this, in terms of other options, and again, looking for possibly another \$20 million, just to use a rough number in terms of the tree items, in terms of judicial, admin, and renovating the old judicial complex of a budget of approximately \$60 million. Now, that's just a rough estimate, but we need numbers to work with in terms of some ideas.

What's in place right now is we have three appropriations from the legislature. We have \$100,000 to plan/design phase 1 of a new First Judicial District courthouse in Santa Fe County. We received this money in FY-04. It's available until fiscal year 2009. We could use these dollars to fund the site feasibility study. We also have \$30,000 that we received in fiscal year 2005 and it's to plan, design, construct, equip, furnish and acquire land for the First Judicial complex courthouse in Santa Fe County. And we also received \$396,000 - we actually received \$400,000 but we put some in reserve for the Arts in Public Places so there's \$396,000 for the same purpose. And the \$30,000 and the \$396,000 can be used for the acquisition of land for the First Judicial District courthouse. So that provides a funding option on the acquisition of land.

The direction that we are looking at in terms of suggestions from staff is that we would want to move forward on the site feasibility study as soon as possible, move forward for the additional piece of property so that 2.4 acres, the footprint that we're talking about that the County has full title to at that point. In the interim, we would be looking for options of the



district attorney because that's a key item. It's a decision point in terms of where we go and how big the facility will be and what other infrastructure building that we may need to house a district attorney. We will go back and analyze the financial options, get together with the financial advisor, get together with Susan Lucero, Director of Finance, and see what kind of package that we could present to all of you that would make this scenario a more viable financial picture for the County.

And I have to thank Rob Yardman for putting this presentation together and putting just some kind of conceptual thing. That footprint actually is the footprint of that 2.4 acres on the corner of Montezuma and Sandoval. I think it's important for myself and our department to make sure that our ideas are shared with you and that we're somewhat along the same page in terms of the direction and what the Commission's wishes are and our task to implement what direction that you may have on this.

CHAIRMAN ANAYA: Thank you, Joseph. So this little picture, the last picture, that's a little duplicate of what you would think that the district court would look like?

MR. GUTIERREZ: Not necessarily, but it's a conceptual thing.

CHAIRMAN ANAYA: It's a start, it's an idea.

MR. GUTIERREZ: It's an idea.

CHAIRMAN ANAYA: Okay. All right, Joseph. Thank you very much. Is there any questions? Commissioner Vigil.

COMMISSIONER VIGIL: Joseph, and I'm not sure you would be able to answer this. Perhaps Judge Hall might. The question I pose is based on an experience that you and I have shared, Judge Hall, and that was the district attorney's office used to be located in the First Judicial District. There was a point in time where the bench decided that it would be of better use to have them located within a distance of the judicial complex. What is the bench's position on whether or not the district attorney could be located within the proximity of the First Judicial complex?

JUDGE JIM HALL: Mr. Chairman, Commissioner Vigil, let me answer that. First let me thank you for waiting for me today. I wasn't aware this was on the agenda and I hope I didn't disrupt your agenda too much by waiting but I do appreciate that very much. Happy to be here. To answer your question directly, it is generally thought throughout the United States that district attorney's offices should not be housed with the court. I think the perception should be that they are separate from the court facilities. I know defense lawyers and the public defender's office over time raise concerns about the fact that the district attorney and the court were in the same facility. So we thought it was a good move when the County moved the district attorney to another facility. We would encourage you to keep that arrangement if at all possible.

I think generally that's the way courts are moving. So I would, I guess, urge the Commission to keep with that approach.

COMMISSIONER VIGIL: And if there was another facility that was within the same complex but located separately, have you all discussed that?

JUDGE HALL: We haven't discussed it precisely. I think other than the

generalized idea that we would prefer it be a separate building. The location of it probably doesn't matter much, whether it's on the same physical piece of land or not. But we think philosophically, it should probably be a separate building.

COMMISSIONER VIGIL: Okay. Thank you.

JUDGE HALL: And I have some other information and comments, Mr. Chairman, whenever you're ready for those.

CHAIRMAN ANAYA: Sure. Why don't you go ahead, Judge. I guess I have one question before you start, and that's to you, Judge. How do the judges feel about having the judicial complex located closer or next to or by our new jail facility on South 14? We're always constantly moving prisoners from there downtown and wouldn't it be easier if they were closer? I was thinking maybe something like a tunnel that would go from the jail underneath to your new complex, and probably have the district attorney's building somewhere next to that? How do you all feel about that?

JUDGE HALL: Well, Mr. Chairman, we've discussed this quite a bit over the years and initially, it was our absolute desire that it remain downtown. The feeling of the judges is keeping the courthouse and keeping other public buildings like this one and city hall is important to keep those buildings downtown to maintain the vibrancy of downtown for local folks. If you recall, gosh, it's been almost two years ago, we came before you and said we've reached a point where if you can't build us a courthouse downtown, we need to have one somewhere because of the space and security issues. So our position is still the same. I think our preference is that it remain downtown, but if that poses a difficulty in getting the project completed, we need the facility, so we would urge you to complete it wherever the County can accomplish that. So our preference is downtown but if you need to place it somewhere else, we need the new facility.

CHAIRMAN ANAYA: Thank you, Judge. And I'm just kind of putting it in perspective and things that make sense. To me it makes sense having it next to the jail, but if the judges want it downtown, I can see where they're coming from. They're closer. They want to keep it involved downtown, but I was just looking at it as making more common sense. Thank you, Judge. Any other questions? Okay then, Judge, go ahead with your comments.

JUDGE HALL: Thank you, Mr. Chairman. Just a couple of things I'd like to state. Let me give you some information about possible state funding and where the state judiciary is. This is fairly new information. I've talked briefly with County staff and with Gerald about it at one point. There were some discussions between the chief justice of the state and the governor's office about the capital funds that may be available to the state this year. As you know, the expectation is there'll be more capital funds available than have been in the past and so the chief justice engaged in a discussion with some of the members of the administration and the administration encouraged the courts as a whole to put together a package of projects related to court facilities to be considered by the governor as part of his capital outlay project.

So all of the districts throughout the state were requested to make submissions related to that and that was what was mentioned here by Joseph. I was in contact with him and the staff and got information and went ahead and made a submission on that. That process has gone

through the state budget committee Internally in the judiciary we have a budge committee which I am a member of. And we met just yesterday, actually, to review those proposals and we prioritize them in terms of packages. The overall statewide request is something like \$175 to \$200 million. It's a very large number that I don't think anyone thinks that we'll be able to obtain this year. But there was a prioritizing process that I participated in.

The Supreme Court is going to review the budget committee's recommendations tomorrow. So I don't feel at liberty to sort of publicly state where we fell out in terms of that, but I'm actually optimistic that that may be an avenue that if the court, working with the Commission, has a lot of communication with the governor and with the legislature that there may be available some additional funding sources that we hadn't initially anticipated. And so I want to let you know that that's a process that's going on internally in the judiciary that I think has been beneficial, hopefully, will be beneficial for Santa Fe County.

If the Supreme Court approves the priority list tomorrow then I think at that point I will give it, bring it back to County staff who I'm sure will forward it to you and that may be an avenue that I think the County could work diligently toward as a separate source of funds that I know the chairman and others have been interested in. So I will keep you posted on that. I will tell you this: I think it's going to take a concerted effort with the courts, our local legislative delegation, and the Commission in order for that to be accomplished. But more than any other year, I think that opportunity may be there. I will give you information on that probably within the next 48 hours that hopefully you can use in communications that you have with legislators.

I know the County originally pegged a request for \$1.5 million in connection with planning and design and building of the facility. I don't know how far along in the process that is but after you see what comes out of the Supreme Court you may want to revisit that and see if you want to pursue some additional funding because that opportunity might be there. So that's one thing I wanted to tell you.

The second thing, and I think I sent this in a letter to the Commission a little while back, I am getting questions from legislators about the funding that they have given to us in the past that we've worked with the County on obtaining. It's listed in your handout there, the submissions. I understand the monies can be used I think all the way up to 2009, but I've been in enough of these legislative hearings that they want to know what's happened with money that's been appropriated. When they appropriate it, they don't assume it's going to sit around available for eight or nine years. So I think using that funding as indicated here by County staff, perhaps for the feasibility study that they're recommending or moving forward in some other ways is very important and as I urged in my letter to you, doing that before we get to the legislative session, I think helps us in terms of making sure that they're willing to go forward.

They like to see projects that are moving along. I think that's something that the County could take advantage of. I agree with what the County's recommending. If you all are of the view that the place we should proceed is this site, I would urge you to go ahead and go forward with the feasibility study to make sure it is an appropriate site for the courthouse and perhaps what else could be place there and find out about that and if we could get that accomplished before the session, that would help us dramatically.

The last thing I want to say is I know in the past the County has had a session with legislators to talk about capital issues. I don't know if you've scheduled that yet but I would be more than happy to be present and work with you as far as presenting this to the legislature. And I'll be happy to answer any questions you may have.

CHAIRMAN ANAYA: Thank you, Judge. Any questions of the judge? Okay. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Judge Hall, if that money for the office of the administrator of the courts were to become available, do we know that on this 2.4-acre site there would be room for what their facilities are? Do we know what square footage they're requesting and how much of the site that would consume?

JUDGE HALL: Commissioner Sullivan, I'm not quite sure - no, no. I'm sorry. I guess I wasn't clear. It's not money for the administrative office of the courts. It is money that hopefully would go as capital to counties, to Santa Fe County, for the purpose of building court facilities.

COMMISSIONER SULLIVAN: Okay. So we wouldn't be limited to including the office of the administrator.

JUDGE HALL: No, Commissioner, not at all. I'm sorry if I didn't make that clear. Actually, it really doesn't have anything to do with the administrative office of the courts. They were sort of the people gathering the information, but what's really occurring is discussions between the Chief Justice of the Supreme Court and representatives of the governor's office of the executive that have discussed this issue of using some of this available capital money to help courts throughout the state. It's not just Santa Fe. But if the money was funded, the money would go to the counties for the purpose of either renovating or building district court facilities. So every county has that responsibility. But the idea behind this request is that the legislature or the governor would use capital funds to assist counties in building or renovating the district court facilities.

COMMISSIONER SULLIVAN: Okay. So the office of the administrator of the courts doesn't need any more room. They're okay where they are.

JUDGE HALL: Well, for purposes of our discussion, yes. I don't know the answer to that, but that doesn't have anything to do with this.

COMMISSIONER SULLIVAN: With a view of the scenic Santa Fe River and so forth. Okay. So that money that Joseph alluded to had nothing to do with the office of the administrator of courts needing more room. That had to do with this overall pot of money that may become available.

JUDGE HALL: Commissioner, that's correct. It's just like any other money that the County would - it's like us asking for the planning, design and construction money that we've asked for thin the past. What's happening that's different is it's a concerted effort by the judiciary, and importantly, an attempt to prioritize where those projects fit. And I'm optimistic that Santa Fe County, because you have gone done the road a bit already, you're ahead of other counties, we are, and so I'm optimistic that our priority will come out reasonably high on that. But it would be money that would come to the County if we can

accomplish it.

COMMISSIONER SULLIVAN: Yes. I just don't know, even if we conducted a feasibility study between now and the opening of the session, whether we would know, quite frankly, how much room we have there and the reason I say this is looking at the City's problems with the Sweeney Center where once they began archeological investigations and other investigations and sub-surface investigations, they ran into problems. So we don't know whether parking could go underground, whether it would have to be above ground, in which case it would take up office space. So even if we did a planning study, we really wouldn't have time to do a comprehensive feasibility study which would require archeological investigation and well as subsurface investigation.

Now we have done a little bit of that as a part of our due diligence, so we do know a little bit about the site and hazardous materials and things like that, but we really don't know what's down there and that always is a little scary.

JUDGE HALL: Commissioner, if I may, I think that's a good reason to proceed with the feasibility study. Virtually of all of the site you already own, or it's under contract for purchase, so regardless of whether you put a court there or not I think you need to know what can be done there and I think that's the reason, or I believe that's the reason why the staff wants to move forward with this. I do think it would be a very useful tool to have that if it's completed before the legislative session. Like I say, my experience is that the legislature is looking for projects that are progressing, not simply long-range thoughts. That moves us much closer in my view.

COMMISSIONER SULLIVAN: I feel also that we need to get started on that study for those precise reasons. We would, I assume have to go out for an RFP to select a firm to do that. That takes usually 30 days and then to be approved by the Commission takes another 15 days or so, we're probably into January just to select a firm to do that, unless we already somehow have a firm that -

MR. GUTIERREZ: Mr. Chairman, Commissioner Sullivan, we haven't selected a firm but we do have a proposal from a firm and the dollar amount of that proposal is less than what we - it's below the dollar amount that we would have to go out for a formal RFP at this point. So the possibility still exists that we could bring you an agreement for approval on the December 13<sup>th</sup> meeting.

COMMISSIONER SULLIVAN: Well, I have a concern with that and that is that a) I understand why someone would like to get their foot in the door and be the preferred firm, but if it's below the RFP levels, then for \$25,000, which is the limit, we're not going to get a firm that's going to do archeological investigations and subsurface investigations and things like that. We're going to get yet another planning study. And while that might be okay for something, I think we're now beyond that. I think we've had these space needs studies and I think we want to be sure that we get the best firm because it's very likely that once the firm starts the feasibility study, regardless of whether they put a proposal in, will be the primary candidate to do the ultimate design, which is a much bigger undertaking.

So I think it is important that we have a very good scope of work. That scope of work

would go beyond the legislative session, but there might be a progress report that could be delivered to the legislative session that says here's our initial evaluation as to - assuming everything underground is okay, here's what we could do - so much parking, so many buildings. But I'd be hesitant to piecemeal it just to get it under the procurement amount. I think it should be selected properly. It should be a firm that's selected competitively among firms that have experience with judicial complexes, that have experience with Native American sites, that have experience with sub-surface investigations, possible hazardous or underground contaminants, and that have a team that can address all those issues.

Now, that study can't be done in a month. That's probably going to take six months. But perhaps we could come up with a report to the legislature that Judge Hall could carry forward and say here's our first cut at what we can do here. That would be my thoughts anyway.

CHAIRMAN ANAYA: Has this Commission already designated that spot as the place to be for the judicial complex, or is that our first step?

MR. GUTIERREZ: Mr. Chairman, members of the Commission, as far as I know that has not been an official action by the Commission.

CHAIRMAN ANAYA: So right now, we don't even know where we're building.

MR. GUTIERREZ: Not necessarily, no.

CHAIRMAN ANAYA: So we need to give direction to you on which places maybe to do a study on where we want this building to be erected, and then maybe move into the design and construction. But right now we don't even know where we want to place this building, so let's talk about that. And your ideas are that you would like to place this building downtown at the Paramount next to the Enacon.

MR. GUTIERREZ: Possibly, Mr. Chairman, members of the Commission, possibly we can make that the first option. And again, the feasibility study that we were looking at would really theoretically be a phase 1 and the primary purpose would be the needs that have been identified already by our needs assessment by DCS&W in terms of what a judicial complex should accomplish in terms of what a judicial complex should encompass in terms of number of courthouses, traffic flow, FTEs, and would that type of building fit in the area that we're proposing, first of all, and in terms of parking and those types of things.

So I think that would be the first phase. And that would be important to have for the legislative session. Commissioner Sullivan's issues are definitely very important but we would not be able to address those prior to the legislative session, but based on the findings of the first phase of the feasibility study and the results of the legislative session in terms of funding, then at that point I think we would come back to the Commission for the next step in terms of this is definitely the location, if the feasibility says, then what more due diligence do we need to proceed in terms of looking in terms of the property and the archeological studies, and those types of things, probably prior to going out for A&E.

CHAIRMAN ANAYA: So right now, you need places to start, in terms of property, and you've only identified one. Is there any other one?

MR. GUTIERREZ: This is a property that currently, Mr. Chairman, members of the Commission, that currently the County owns at this point. So it makes it feasible, because we own most of this property. Right now we don't have a property that we own in different areas in the downtown area.

CHAIRMAN ANAYA: Okay, so maybe I should back up and say does this Commission want to look at pursuing the location on South 14 or do they not want to even pursue that? Do you want to keep it downtown and that way we don't waste their time in going out and doing a feasibility study if you're just going to knock it down anyway?

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: My understanding is that is the direction we were going. It was my belief, based on all of the study sessions that we have that most of the Commissioners were in favor of keeping the judicial complex in the downtown area. And I believe that the next step we pursued with regard to that was the purchase of the property. I do not, Mr. Chairman, want to delay this project any more. We have heard repeatedly how much the need is there for the judicial complex. We don't know whether in fact that's the most appropriate location for it but through a feasibility study we will be able to gather more information, identify what the best use of that property could be and find out whether or not it's feasible to build the judicial complex in that property. I don't think we need to hesitate on that anymore, Mr. Chairman.

CHAIRMAN ANAYA: Are you talking about the downtown property?

COMMISSIONER VIGIL: I'm talking about the downtown property.

CHAIRMAN ANAYA: You're not talking about South 14. You're set on not even trying or not even doing a feasibility study where I would think it would make more sense?

COMMISSIONER VIGIL: What I'm actually proposing, Mr. Chairman, is I'm making the statement that this Commission has already given staff direction based on I think a consensus or at least a majority of the Commissioners that we should look at the downtown area for the judicial complex. That is the direction we previously gave them, and if I'm not correct in that, Joseph, I stand to be corrected. Once we go forth with this feasibility study, what in fact we'll be able to find out, is if it's an appropriate location. We may be able to find out that it's not the most appropriate location for it, in which case we would have to look at other options.

I think we've already done some feasibility studies with regard to locations for possible future sites, not only for the judicial complex but for a County administration building. Is that not correct, Joseph?

MR. GUTIERREZ: Yes, Mr. Chairman, Commissioner Vigil, that is correct. I have the study in front of me and DCS&W proposed I think three or four different sites. At that point it was a County admin complex, which encompassed all the services of the County at that point. The other sites weren't owned by the County at that point and aren't currently owned by the County but they were proposed as possible sites.

CHAIRMAN ANAYA: Okay. Thank you, Commissioner Vigil. I just would

like to – I’m just kind of clarifying. I didn’t know that the Commission gave direction to staff to look at this property only. I thought there were other properties that we were going to look at, and even on the direction it says property acquisition. So we’ve already acquired that property and I’m just trying to get clear direction from staff and you’re telling me that – or clear direction from the Commission, and you’re telling me that we’ve already selected that site?

COMMISSIONER VIGIL: No, that’s not what I’m saying.

CHAIRMAN ANAYA: Okay. You’re saying that we want to do a feasibility study on that site and on that site only.

COMMISSIONER VIGIL: That’s the only site we have available in the downtown area and that’s the direction we have given them.

CHAIRMAN ANAYA: Okay. Commissioner Campos.

COMMISSIONER CAMPOS: Mr. Chairman, I agree with Commissioner Vigil. She’s absolutely right. This is the site we’ve been looking at. This is where we want to do the feasibility study, and we want to move on it quickly. This has been the consensus for a long time, Mr. Chairman. This South 14 has never gotten any vote except yours in the last year or two or three years. And that’s always been the case. There’s never been a vote except for you on going to South 14.

CHAIRMAN ANAYA: Okay. Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, I’m comfortable with moving forward in that direction as well, and I’m glad that you alluded to the previous studies that have been done. I think we are at the point where we need to do something as quickly as we can, particularly with the potential that Judge Hall brought to us this afternoon. I would encourage us to contact Charlie Dorme, who’s the intergovernmental person at Tesuque Pueblo and make sure that we get them in the loop right away when we start doing those feasibility studies so that we can keep them engaged in the process as well. So I would be in support of your recommendation here in terms of the direction.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I would agree also with the downtown site. I think that’s where we’ve been going. We can’t get anybody on Route 14 to even pay for traffic lights. Downtown Santa Fe, Santa Fe will pay for the traffic lights and the bulbs and the maintenance. So I think that it makes sense for the whole context of downtown, in terms of the historical context and the vitality of the community.

I do want to reiterate that I don’t think we should just simply accept an unsolicited proposal from one firm for this important job. I think a number of firms will respond to this first phase, as you call it, in a very short period of time if you put the notice out in the paper and you can request a request for qualifications. You don’t have to do a request for proposals. An RFQ is considerably easier. You’re just simply saying give us your qualifications for doing this type of work and in five to ten days you can have that back and make an assessment. I’m just nervous about us taking one firm’s proposal in such a large undertaking.

COMMISSIONER VIGIL: Mr. Chairman.



CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: And perhaps, I don't know if our procurement officer is here. Do we have a request for qualifications process? I know we have a request for questions. I'm not familiar with the request for qualification process. Are you familiar with that Joseph?

MR. GUTIERREZ: Mr. Chairman, Commissioner Vigil, I'm not that familiar. My response to that would be it would be more of an informal RFP process, basically. It mirrors the RFP but it's not as formal. But I can't speak to the specifics on it.

COMMISSIONER VIGIL: I know we have RFPs and we have RFQs but I believe the RFQ actually represents request for questions and that was just a response for that. I'm just not familiar with the qualifications. Perhaps someone -

COMMISSIONER SULLIVAN: That's what the RFQ is - a request for qualifications.

COMMISSIONER MONTOYA: Mr. Chairman, on that point also, is it possible to solicit through a letter process or some way to go to these firms and ask them? We have this, if you're interested, would you submit something? As opposed to going through the whole procurement process. Because the procurement process will be done by June, maybe.

MR. GUTIERREZ: Right. Mr. Chairman, Commissioner Montoya, we set the dollar threshold at a certain amount and then we have that ability, because then we don't have to go through the formal RFP, even though it looks like an RFP, but we can cut the time frame down. And if we keep that, the budget at a certain level then we can do that. If we go above that level then we're basically setting the cost of the proposal up front. At that dollar amount, again, it would be a preliminary phase 1 addressing issues that will help us during the session but will not go into the in-depth issues that we would probably need for future reference. But we can also do that after the legislative session.

CHAIRMAN ANAYA: Any other comments? Questions? Commissioner Campos.

COMMISSIONER CAMPOS: I would say let's move forward with staff's recommendation as presented.

COMMISSIONER VIGIL: I'm in agreement.

COMMISSIONER MONTOYA: So am I.

CHAIRMAN ANAYA: Okay, it looks like you've got direction. Do you have any questions?

MR. GUTIERREZ: No. Thank you, Mr. Chairman, members of the Commission.

CHAIRMAN ANAYA: Thank you for your presentation, Judge. One of these days we'll get it built.

JUDGE HALL: Commissioners, if I may. I will, once the Supreme Court makes a determination on that I'll send that to you and I'd encourage you individually, each of you stop by my office if you get a chance or I'll try to catch up with you because I can give you some more information about how I anticipate that will proceed within the judiciary. I do think

there's an opportunity there and we should try to take advantage of it.

COMMISSIONER VIGIL: And Judge Hall, is that something you would feel comfortable maybe summarizing and e-mailing to each of us?

JUDGE HALL: I can do that. I can even attach whatever they approve. So I will attempt to obtain the e-mails of all the Commissioners and send that out. Thank you.

COMMISSIONER VIGIL: Thank you.

CHAIRMAN ANAYA: Thank you, Judge.

**XIII. C. 2. Consideration and Possible Action on a Proposed Water Service Agreement for Suerte Del Sur LLC [Exhibit 3]**

DR. WUST: Thank you, Mr. Chairman. When the master plan for Suerte del Sur was approved there was a condition that was put on it that says prior to approval of preliminary development plan, the applicant will either get a water service agreement or develop their own already existing well. And so pursuant to that condition, the applicant has come forward requesting a water service agreement for their development for phase 1, which under the master plan I believe was phase 1-A and B, 98 units, no more than 45 acre-feet. The water service agreement has been diligently worked on by our County Attorney Ross and he is present in case you have some questions regarding specific clauses or phrases. The applicant is also here today. I stand for questions.

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: On page 2, II. C, kind of the middle of the paragraph there, it says all planning, design and construction of delivery and distribution facilities will be done in accordance with the line extension policy as amended. What does as amended mean there?

DR. WUST: Mr. Chairman, Commissioner Montoya, Steve Ross might be able to clarify this more but it basically, my reading is it's whatever the most current version is.

COMMISSIONER MONTOYA: Okay. So whatever is currently -

DR. WUST: Whatever is our most recent version of that. And there have been some changes through time to a lot of the policies so we put that in to make sure we use the most current version.

COMMISSIONER MONTOYA: Okay. Is this different than what was in our packets?

MR. ROSS: Mr. Chairman, Commissioner Montoya, yes. As you know, the packet deadline for this meeting was several weeks ago. Over the last couple of weeks I have gone through the agreement and picked up a number of things that need improving and made some suggestions. And the applicant has asked for a few fairly minor changes which are also incorporated in here and I can go through the changes with you. Most of the changes in here are not substantive, although there are a few clarifications that we thought of including that would improve the agreement. We've been improving these agreements for the last 2 1/2 years

since I've been here. We've used this same form of agreement for a decade or more and over the last couple of years we've been trying to improve the form every time one of these comes up. So the changes, which I can go through if you'd like, Mr. Chairman -

COMMISSIONER MONTROYA: I'd like to hear from our attorney.

MR. ROSS: The form for this agreement was of course taken from the most recent agreement that we passed on this which was the Pearson water service agreement, although it also, it's similar to the Rancho Viejo agreement that was signed last spring. We've been using the same form, like I said, for a decade or more. Some of the things that were changed, you can see the changes indicated on the right, in the right margin there. For example, the first whereas, there were just some words missing that we added in there so it now says the customer desires to develop the property into a 264-lot subdivision in phases as described on Exhibit B. And Exhibit B lays out the phases that are proposed for the project. That's the sum total of the changes on page 1.

Page 2, there were a few whereases left out, explanatory paragraphs that in their absence, the agreement really didn't make any sense. We talked about the new set of agreements with the City and the water resources agreement and the joint powers agreement and then just sort of left it flat so the reader didn't have any way to get to the last paragraph there. I inserted a couple extra paragraph to help folks understand where we were coming from.

Under the line extension project we just -

COMMISSIONER CAMPOS: Could you explain those additional whereases?

MR. ROSS: The first additional paragraph says that until the BDD is completed, well water supplies for projects are limited by the amount of water that we've recently received from the City in the water resources agreement, and that's an additional 375 acre-feet of raw water that the City is now obligated to deliver. But in that paragraph it also says that we don't, we as the County have a limited supply in that 375 is not going to go very far, particularly if you consider that the diversion project is now scheduled for completion in 2008 or 2009. So that additional water has got to last a long way. So that paragraph is intended to set forth those concepts.

Then that next whereas that was included just simply says that the customer wants to start anyway, even recognizing that limited water supplies exist and they've agreed that until the Buckman Direct Diversion is operational they're only going to ask for water for phase 1. So that's what - the whereases are just recitals that explain why we're entering into a contract, kind of a history of how it is we happen to be there. They're not contract language. They're just intended to help the reader understand the context of the agreement.

On page 3 in C. there was a phrase there that didn't make any sense and it was a left-over from some prior version of the agreement so we deleted those words. And in III. A, I added a few words in the first sentence that made it clear that water deliveries under phase 1 of the project, in other words, deliveries under this agreement that occur before the Buckman Direct Diversion becomes operational are limited to 45 acre-feet. I think that's an important clarification. The word that I replaced was "approximately". I think you'll see that the words no more than are much more restrictive and make it very clear that 45 acre-feet is all that can

be expected until the BDD is operational.

And it goes on to say – and I made an unfortunate error in subtraction in the next sentence. I had 132 in there. The second sentence says that subsequent phases may require an additional 87 acre-feet of water. That's the difference between 132 acre-feet, which is the consumptive water rights that they propose to transfer to the County, less 45 acre-feet which is the amount pledged in phase 1. Any phase beyond phase 1 will be done after the BDD is up and running.

Okay, as you can see we added references to the various exhibits. You'll see an addition of a see Exhibit B in both III. A. and III. B. These are just to help folks understand what's being referred to. When phase 1 is referred to, for example, in both A and B, the reader can go to Exhibit B and see exactly what we're talking about. You'll also see we cleaned up a lot of the typefaces. Water rights is a defined term so every time that phase appears it needs to be capitalized and it wasn't in the earlier agreement so we fixed that.

On page 4, towards the bottom of the first paragraph, this last sentence is an important one because it pertains to the well that's currently out there. Mr. Wust just reminded you that one of the conditions of the master plan approval was that Suerte choose between using the well to supply their development or asking for a water service agreement. They've elected, at least for the time being to ask for a water service agreement in lieu of using the well. So we wanted to make sure we addressed the well in the agreement and some of the changes to that last sentence are mine, just to clarify certain aspects of that situation. Now it reads that once the water rights have been transferred and delivery assured pursuant to paragraph 4, which is the County's obligations to deliver water, and for so long as the agreement is in force and has not been terminate, the customer shall not use the water well that is completed on the property for any purpose. That's an important restriction that's important to understand how that works so the additional language is to clarify that as long as the agreement is in place, and has not been terminated by either party – and we'll talk about the termination provisions in a minute – that they can't use the well.

And then in large paragraph C we just capitalized the words water rights wherever they appeared and corrected some typos. There's a cross-reference typo in D, which I picked up.

Moving on to the next page, under water service, this is the paragraph whereby once the water rights are transferred to the County, the ones we've been talking about for quite some time, 132 acre-feet of pre-1907 Middle Rio Grande water rights, very nice rights. Once those are transferred to the County, the transfer is in two parts. First the transfer would be made to the County. It's called a change of ownership, and the second transfer would be, that are done concurrently is a transfer of place and point of diversion. Both those are done in State Engineer forms and approved by the State Engineer.

Once that's done the County has an obligation to deliver water to the property and that's what big paragraph IV. A discusses. We added the 20 percent line capacity and line loss language in here at the end of the first paragraph to clarify that the delivery obligation is limited by those factors. It was simply moved from another paragraph in the agreement to make it read better and be clearer.

The changes to paragraph C are typographical and editorial, just to ensure that language throughout the agreement is consistent. The same thing is true of the changes on page 6, which is where we talk about the stand-by fees, so-called stand-by fees that every customer has to pay when they receive a water service agreement. It's all standard language. We just have added a bit so it's fairly clear. The usual paragraph 6 is in the agreement and that's the paragraph that says that just the fact that you've received a water service agreement doesn't guarantee you any particular land use approvals. That's going to come when the subdivision comes before you for preliminary and final approval later.

And we have the usual paragraphs about rights-of-way in connection with laying water lines within the property and getting water to the property. Of course rights-of-way will have to be dedicated, probably platted and those rights-of-way and the pipes that sit in them and the whole infrastructure is dedicated to the County.

Big paragraph IX talks about termination and once again, these are fairly standard paragraphs but we've improved them a little bit. The usual language is present in IX. A. that provides boilerplate language that either party can terminate an agreement if the other party breaches. Fairly standard language. IX. B has been in these agreements forever. It's a paragraph that requires the applicant to make a good faith effort to prosecute the line extension project, which is the construction of utility lines within the property within three years.

Paragraph C, moving on to page 8, no change has been made there. It's just the usual boilerplate language. If the customer elects not to proceed with developing the property they can terminate the agreement. Paragraph D is the paragraph - it's a fairly new paragraph we've been inserting in recent water service agreements. It's been in the last two or three and it's a paragraph that deals with the situation of what happens if the events in C or B or A actually occur. In other words, if the agreement is terminated, what happens then to the water rights. The big picture of that is if the agreement is terminated we have three possibilities.

The water rights that have been transferred to the County that now are going to be matched against any deliveries can be returned to the customer, they could be sold to the County for the fair market value, or they could be transferred to a new water service agreement for some other property. Of course there are a lot of details involved in those three possibilities. One of the improvements we've made on the agreement in the last couple weeks so that it's reflected in this paragraph is to address the possibility of a project only being partly completed. Let's say taking this as an example, if phase 1 of the project were completed but then the developer elected to abandon subsequent phases and as a result of that terminated the agreement, then you would have the County with 132 acre-feet of water rights but the property using only up to 45 acre-feet. So the additional language in there just provides for that circumstance, which we hadn't frankly thought about before.

COMMISSIONER CAMPOS: Could you explain that again?

MR. ROSS: All right. Let's say only phase 1 of the project happens and we end up being the beneficiary, it's about 78, 80 acre-feet of water that aren't being used at the property.

COMMISSIONER CAMPOS: Phase 1 is completed, right?

MR. ROSS: Let's say it's completed and all the houses are there and then phases 2 and 3 are abandoned.

COMMISSIONER CAMPOS: Option, owner says I'm not going to do it.

MR. ROSS: Right.

COMMISSIONER CAMPOS: You're saying that we're going to have the 45 acre-feet plus the 87?

MR. ROSS: We would have 87 acre-feet that wouldn't be matched against any deliveries by the County. In other words, we would be enriched, unjustly enriched, or - to the tune of some 80-some acre-feet of water that we would never deliver to the property. And that water of course has value, the water rights are property, so this provision, in fact this whole paragraph, is intended to address the situation, how do you deal with that? The property needs to be returned if it's not being used. It has value.

So this says that once it's determined that phase 1 is going to be the only phase, we will make a determination about what the unused amount of water is and make arrangements to return it to the developer, or buy it or any of the various possibilities.

COMMISSIONER CAMPOS: Will the developer still be able to use that well if it just cancels after phase 1?

MR. ROSS: If the agreement is terminated after phase 1, that would be a possibility.

COMMISSIONER CAMPOS: So if they go do phase 1 with the water service agreement, then they say, forget it. I want to do my well. They could do that.

MR. ROSS: Yes.

COMMISSIONER CAMPOS: Okay.

MR. ROSS: We made one change in E to address the situation and it's a technical issue that was presented by the language that we used in the original text of E. And it read basically that you had to be living on the property in order to be guaranteed deliveries. But of course as we know, lots sell to homebuilders or to individuals and they're not actually occupied and they're certainly not receiving water. We wanted to clarify that in that situation that they'd be entitled to receive water. And that's after termination of an agreement. So taking the same example, if phase 1 is the only one completed and the agreement is terminated at that point, but some customer bought lot 80, but hasn't built a house or anything like that, he can later go build a house, put in a meter and get water service.

Made a slight change in page 9 to get a typo out of there so that we understand that the agreement can be assigned from the LLC to the corporation. I think that's it.

CHAIRMAN ANAYA: Thank you, Steve. Commissioner Montoya.

COMMISSIONER MONTOYA: Okay. Thank you, Mr. Chairman. I had a couple of questions here for Steve. We're talking about Exhibit B, I believe on page 3, III. B. Exhibit B is what?

MR. ROSS: Mr. Chairman, Commissioner Montoya, that's the 40-or so page document that's been in our packets every time this has come up for the last several years. It describes the water rights. It's a legal document that shows that the water rights exist.

COMMISSIONER MONTOYA: So in those water rights, are there still some from the Pojoaque Basin that are part of this application?

MR. ROSS: I think I'll let Mr. Dumar, who I saw lurking about there, answer that question, because I'm not really sure what they're planning to use for offsets. There's a plan in here -

COMMISSIONER MONTOYA: Chuck, can you answer that question please?

CHUCK DUMAR: Mr. Chairman, currently the application before the State Engineer includes main stem Rio Grande rights in the amount of 132 acre-feet, which are valid, pre-1907 rights. It also includes some Pojoaque and Tesuque rights which would have been needed if this application were to go forward in a well. If the application goes forward out of the Buckman Direct Diversion project, those would not be required to be transferred. It would not be meaningful. It would not add any meaningful amount of water. So what is contemplated is that we would simply move the rights that are currently in the application before the State Engineer. The 132 acre-feet of Rio Grande rights, those would go into the Buckman Direct Diversion and be taken directly from the river. But those tributary rights are not required to be exercised in the Buckman Direct Diversion project. That's the beauty of the sustainable approach. The Buckman Direct Diversion, you don't affect any tributary; you simply go directly to the river, if that answers your question, Mr. Chairman, Commissioner Montoya.

COMMISSIONER MONTOYA: So those would be removed from the current application then?

MR. DUMAR: Those would simply be useful if that application were going forward to offset a -

COMMISSIONER MONTOYA: For your well.

MR. DUMAR: If the well is not going forward, and the well couldn't go forward because there's no water rights, no Rio Grande rights to move up there, then those would have to be withdrawn as well.

COMMISSIONER MONTOYA: Thank you. That answered both of my questions. Thank you, Mr. Chairman.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, Steve, I want to be able to characterize this in a nutshell because it's been an issue that has been huge for us. Is it fair to say that this water agreement is structured in a way that the applicant actually is moving forward through our City water service agreement with 45 acre-feet, that once all of the water rights are transferred to Buckman direction, that 45 acre-feet actually reverts. And in a sense, is it fair to say that that 45 acre-feet is a loan so that the County is not adversely, in the long run, impacted on the current 375 water allocation?

MR. ROSS: Mr. Chairman, Commissioner Vigil, yes, I think that's a fair characterization. The 375 acre-feet we're currently getting is not a water right. It's wet water, delivered by the City. We're being treated by the City as if we're another municipality or a large industry. We buy water from them under that agreement at wholesale. But since we're

getting water rights, if we execute this agreement in the amount of the proposed deliveries, those water rights – we really have no way of delivering on those water rights now until the Buckman Direct Diversion is completed. At that point we'll be able to deliver to ourselves 132 acre-feet, so that's a fair characterization. Once the Buckman Direct Diversion comes on line we lose the 375 acre-feet we're currently receiving as wholesale water but we gain 375 acre-feet of San Juan/Chama water, so in a sense, I can see the analogy you're drawing. After the Buckman Direct Diversion is up and running, theoretically, the diversions we make, we, Santa Fe County, make from the river based on the 132 acre-feet of water rights will theoretically be delivered to this subdivision.

COMMISSIONER VIGIL: Okay.

MR. ROSS: The other rights, the 375 of San Juan/Chama rights and maybe some of the other excess rights we have would be things we could allocate separately.

COMMISSIONER VIGIL: Okay. Steve, if I can think through another question I have for this. Is it also fair to characterize that this agreement contemplates, that if this exchange of water rights goes directly to the Buckman Diversion, which is the focus of it, that in fact the developer would never use the current well that's been dug?

MR. ROSS: Mr. Chairman, Commissioner Vigil, as long as the agreement is not terminated, the way it's currently drawn, they don't use it, nor would they have any need to use it. Because the current agreement meets their needs.

COMMISSIONER VIGIL: Okay. Mr. Chairman, I guess I would like to hear from the applicant, but having those questions answered I am more comfortable in moving forward with this water agreement based on the fact that I think it is really poor policy to support a development of this volume through our aquifer. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Okay, then would the applicant come forward and maybe address some of the concerns that the Commission has?

MR. DUMAR: I would be delighted. My name is Chuck Dumar. I am the attorney for the applicant here, for Suerte. We've worked pretty hard on this agreement. I've worked on others. This is the most sophisticated we've come up with. I feel really good about it and I'll tell you why. About nine years ago I remember in this month I was up in the state of Washington looking at a comparable direct diversion project on a river near Seattle. There were about 12 inches of snow when we were out there trying to see whether or not it would be possible to go in-river with concrete structures and put in screens and get a sustainable supply of water from such a project.

And I hoped at that point, when I was working with those engineers on that, when we brought that concept back and we worked with our engineers for a client I was representing and did a lot of work in-river and a lot of measurements and to me it was the culmination of a lot of significant effort. And the culmination was that it is possible to develop a system to get a sustainable supply for this community using perfected water rights and put San Juan/Chama water to beneficial water, without affecting tributaries, without using the aquifer except for conjunctive management purposes in times of drought, to me that was a light-year jump from where we were then and the idea of using the aquifer as a primary source for sustainability.



Now this agreement, on behalf of Suerte is a commitment to sustainability. It is a commitment to go to the Buckman Direct Diversion as the exclusive source of water and that in and of itself is I think very valuable and important. But another thing that is different about this agreement and that I think is really important is that this is an agreement and a confidence on the part of Suerte that there will be the Buckman Direct Diversion project. Typically, people's argument was well, but I need the well, because – or I need to have this other source because what if what we're working on right now, suppose that's challenged? What if that happens? This agreement says Suerte agrees and commits, and is confident that there will be a Buckman Direct Diversion and we are going forward and putting the full 132 acre-feet into a position to be moved in when it's built.

The first thing that it does, because it commits the sustainability and because it commits to the direct diversion as a reality, it goes forward and there's a commitment by Suerte that Suerte will never use this well for any purpose, for any purpose, if water can be supplied from the Buckman Direct Diversion and it is contemplated that it will be. And so it's really a commitment on both the County's part and on the part of Suerte to commit to that concept and that to me is significant.

There is also a commitment, and I don't want to disagree with Steve on the meaning of this agreement, but I don't read it quite the same way in terms of termination. Chairman Anaya, Member Campos, I read it to say that there are two ways in which this agreement can be terminated. One if there is a breach of the agreement for cause. The only one that I could imagine is if somehow, in the worst of our nightmares, we never did get enough water to provide water to this project. And of course the way the agreement is framed, it's so long as there's water being provided to the project from the Buckman Direct Diversion, or initially, under the bridge water, that 375 acre-feet supply, as long as that's available, the agreement is in force.

If the County were to be unable to provide that water then this agreement gives the County an out and by mutuality would allow Suerte an out. But only if that were true for cause. That would be for cause. The second one, and I think that was the thrust of Member Campos' question was well, what if they decide to just stop at phase 1? I read the agreement to say that if you stop at phase 1 you can only get out if you commit, if you conclude you're not going forward with the development at all. It doesn't say that you can take water under the water service agreement and then just opt out and then switch it over to a well. It says you can get out if and only if you choose not to go forward with the rest of the development. Otherwise it would be unfair to the County to basically take the first 45 and then decide to change your mind and go with the 87. As I read it, I think it's pretty clear that that's what it means, so that so long as there is not a breach and so long as there's water being provided, the well will not be used by Suerte for any purpose.

Finally, the additions that went into the last version I think are important. If I had my choice, if I had my choice, this agreement wouldn't read this way. This agreement would say the County shall provide 45 acre-feet and the County shall provide 87 acre-feet. It doesn't say that. It says if this agreement is signed, the County – it says specifically, paragraph III. A,

phase 1 of the project, Exhibit B, will require total deliveries of no more than 45 acre-feet per year, referred to as afy, to the property. That doesn't say how much. That says there's a maximum, but it doesn't say how much.

And the next one says subsequent phases may require an additional approximately 87 acre-feet to supply the 264 units and recreational uses currently envisioned to comprise the project. I read that to say that there will be an analysis of the exact amount but under no circumstance can it be more than that. Now, in exchange for this commitment to sustainability and commitment to the Buckman Direct Diversion, and the commitment to allow no other use, to basically not use the well for any purpose by Suerte, the County has made a concomitant commitment, and that is to simply commit to those quantities of water determined to be required for this project for all of the phases. That to me seems like a fair deal.

And it says there are two sources of water. There will be the bridge water, what I call the bulk contract water, that you negotiated with the City, and that will be the source of water until the BDD comes on line. My reading of that agreement is exactly that of Steve and Member Vigil. At that point, you get your San Juan/Chama water, that contract goes away, and then you have 132 acre-feet supplied to you by the developer and you have water rights transferred directly there, and you have the commitment that once the BDD is in place, this project would be served. It's not a commitment without conditions. It's a commitment that with the conditions that it has to be done. But what I like about this agreement is that it is a commitment to meet the needs based upon an expectation there will be a sustainable supply, not an aquifer supply and that it will be completed on time. That's the way I read this agreement in substance.

CHAIRMAN ANAYA: Thank you, Mr. Dumar. Commissioner Campos.

COMMISSIONER CAMPOS: Mr. Dumar, as I understand it, the well is still going to be a back up well, isn't it? Under certain circumstances?

MR. DUMAR: No, Mr. Chairman, Member Campos, no. It says it will not be used for any purpose by this developer so it would not be a backup well. It may be that in the future it might be a useful backup well as part of some regional supply. If you look at the BDD plan, there are times for every surface flow where there might not be enough, but there is nothing in this agreement that authorizes its use by Suerte for any purpose.

COMMISSIONER CAMPOS: Well, what if the Buckman Diversion for one or two or three years cannot provide the water to you? There's just not the water. Where do you get the water? Aren't you going back to the well?

MR. DUMAR: The question, Mr. Chairman, the question is if the County cannot meet its condition -

COMMISSIONER CAMPOS: Of providing the water.

MR. DUMAR: Of providing the water. Yes. Then I think the agreement would no longer be valid because it's a condition upon the availability to make that water available and at that point, my guess is there would be negotiations about how we could bridge the gap. But there's nothing in here that precludes a negotiation to see what would happen. But this agreement as we contemplate, we are gambling in a very positive way on the existence of a

reliable supply. If the County can't supply the water, then there's a breach of the agreement because if the contingency fails then you have to go somewhere else for water and then you go back to the well, I presume, or maybe there'd be some other source of water. I don't know what that would be in 2009 and 2010.

COMMISSIONER CAMPOS: So the well is still contemplated in certain dire circumstances to be a backup well to you. Is that fair to say?

MR. DUMAR: No, I'm not saying that. What I'm saying is there is no contemplation at all. What the agreement says is it will not be used for any purpose. If the County is not able to supply water, then at that point it will be up to the developer to decide what alternative sources of water there are. I think everyone in the development community is going to be in really deep trouble if the Buckman Direct Diversion doesn't go forth.

COMMISSIONER CAMPOS: Clearly. But let's go back to the question. At this point, the contract fails and you have a well right on that property and you're going to use that well to get water during the interim or for an extended period of time if we cannot draw water from the river through the structure.

MR. DUMAR: Well, I guess the answer is I don't know. We haven't decided what we would do at that point. The well is there. It's not going to be used in the interim. There is no plan to use that well as opposed to other water sources. That would be one alternative but we just can't say what would happen. If the Buckman Diversion is not feasible, my guess is the County will have its own well sources or somebody will have a well source. There's also the Buckman wellfield, which has got 6,000 acre-feet of excess water. I don't know what would be the best source. It would seem to me there are alternatives other than the well at that point. We just can't say for sure.

COMMISSIONER CAMPOS: I have a follow-up. Going to paragraph 3, subpart B, towards the middle of the paragraph where it starts with therefore. Going down to where it says Therefore, as specified in Subparagraph IV.C, below, the County's obligation to deliver water to supply subsequent phases of the project shall be contingent upon the completion of the diversion, or if the diversion is not complete, the County obtaining a suitable alternative water source. Do you read this - let's say the Buckman doesn't happen, if it fails, then the burden is on the County to supply you with water from some other source, from some other well, from Basin water. How does that work?

MR. DUMAR: That's an excellent question, Mr. Chairman, Member Campos. No, I don't read it that way at all.

COMMISSIONER CAMPOS: How do you read it?

MR. DUMAR: I read it as saying that if there exists at the time an alternative water source of if the Buckman Direct Diversion has been completed, then the County should supply us. If the Buckman Diversion is not completed, or if the County has not obtained a suitable alternative water source - we didn't know what that was - but if there were such a source, we would expect to be supplied from that source. But this doesn't obligate the County to come up with an alternative source, it says if there is one, then we would expect to be served, but somehow we thought it would be useful for the County to keep all of its options

open for serving people. But no, I don't read it that way.

COMMISSIONER CAMPOS: Mr. Ross, how do you read that?

MR. ROSS: Mr. Chairman, Commissioner, I read it the same way.

COMMISSIONER CAMPOS: Okay. Could I go back to a point? Mr. Ross, the County obtaining a suitable alternative water source. We don't have river water anymore. So what are the alternative water sources? A City well? A County well? You're talking about basin water, right?

MR. ROSS: Mr. Chairman, Commissioner Campos, we're just talking about a situation that could arise that we can't anticipate right now. I suppose if the Buckman Direct Diversion is not completed we would be talking about a wellfield, possibly. We might be talking about importing water from other places. We might be talking about any number of possibilities that we can't even conceive of at this point. That language is in there for obvious reasons. If the Buckman Direct Diversion is not completed but we obtain a supply of water that's equivalent to that supply, they would be expecting service from that. Say we're supplying our 2200 acre-feet exclusively from a wellfield or from a pipeline from the Mississippi River or something. Whatever happens to present itself. They would be expecting that if we had the water they would receive it, because they contracted for it.

COMMISSIONER CAMPOS: Does that require us or obligate us to go out and get water from some other source?

MR. ROSS: It does not.

COMMISSIONER CAMPOS: You don't read that.

MR. ROSS: No.

COMMISSIONER CAMPOS: And you're in accord with that? So there is no obligation to go out and get other water. Is that right?

MR. ROSS: That's right.

COMMISSIONER CAMPOS: Thank you, Mr. Chairman.

MR. DUMAR: Mr. Chairman, if I could respond one more time to Mr. Campos and make a different point that I think is relevant. Let's say that the Buckman Direct Diversion does not get constructed and the County can't meet our needs. It's not a matter of going and simply using that well immediately. It would take two to three years to get the right to use that well. You'd have to advertise it. It would no doubt be protested. You'd have a period of two or three years before you could even get to use the well. That's why I wanted to make it clear that there might be other sources of water that are available, existing wells that have been perfected. The Buckman well system itself. Who knows what contract suppliers might be available. Because it's not as though you could shift over to that well. You're looking at two to three years at a minimum to even get to pump from that well. You're looking at down time.

CHAIRMAN ANAYA: Thank you, Mr. Dumar. I know this isn't a public hearing but I see Mr. Gold and a few other residents and maybe, I will just allow you, Mr. Gold, to speak and the other people that are there for a couple minutes if you'd like. If that's okay. A couple minutes.

DAVID GOLD: First of all, I want to address several aspects of this. One is the way that the public has been involved in this, which is about zero. I found out about this on Wednesday because I happened to check with the County Manager's office and I was able to get a copy of it. I feel that in a situation like this where the public has shown so much concern that it would be good to involve the public, and clearly the developer has been working with the County for months. The County certainly knows where I am and who I am. If there's an issue about an appeal that's pending, although they also have an appeal pending, I would be happy to supply the names of people who are not currently involved in any appeal process but who would be very interested in receiving information of this sort. I think that more outreach in situations like this would be appropriate.

Our group is obviously driven by concern for the aquifer. I'm very happy to hear that the developer is looking at a sustainable water source because I think that their current plan is horrendous. I feel that ultimately a transfer of water rights of this type to a well as a precedent would destroy the aquifer in the long run, so I'm sure glad to see them saying a similar thing, but perhaps not in the same way.

Despite the lack of notice it does appear that the agreement attempts to address our biggest concern with is that this well is capped and is never used. There is a concern that I have though and it was brought up by Commissioner Campos as well, as well as a number of good questions. It's the issue of what happens if phase 1 is completed. It appears there is a discrepancy in the viewpoint of the County Attorney who wrote this and Mr. Dumar. And I am certainly concerned. Should this agreement go through, I would like to never hear about that well again. And if there's any possibility that any of us would, then the agreement is inadequate. I would hope that the Commission would attempt to address or reconcile this difference of opinion should this agreement be passed.

I'm also concerned about the 45 acre-feet of water. When I looked at the phase 1 plan I kind of understood it to be 64 houses. So when I do the math it comes out about  $\frac{3}{4}$  of an acre-foot per lot. In a time of drought and the County's encouraging water conservation, this seems like an amount of water - even .5 acre-feet for the total seems like a ridiculous amount but I guess .75 of an acre-foot - well, I'll just stop there. But you get the idea. It seems to me that that would also assist in a number of other problems that were brought up, which is the issue of potential delivery in the future. If the development was limited to .25 acre-feet, which is standard right now, and the first phase 1 was 64 lots, then that would be 16 acre-feet rather than 45. That seems to me to be something that would not have as serious an impact on the 375 acre-feet that's been allocated for this, or that the County has as total.

There's no question - the only reason to do this in my mind is the issue of depletion. Clearly this development is not in concordance with the County General Plan, which I happened to work on and support the goals of. I would hope that should this agreement be passed that the County would quickly work towards creating ordinances to implement many of the visions of the general plan, which would include affordable housing, open space and clustering, not so much even for this development but for any development. I remember the General Plan was done seven years ago. I'm pretty sure that was the right time frame. It would

be good to have those things in place.

Anyway, I really do appreciate the opportunity to speak. Thank you very much, Commissioner Anaya and all the Commissioners.

CHAIRMAN ANAYA: Thank you. Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, David, for expressing your concerns. And I'm going to have some follow-up questions with regard to some of the issues that David brought up. The first one will go to our County Manager. One of the requests that I have made is that we provide more comprehensive, I guess, notice about our meetings in the newspaper. Is that project under way?

MR. GONZALEZ: Mr. Chairman, Commissioner Vigil, that project is under way. We probably will need to discuss it a little bit more before finalizing it because as you probably know, once we go to publishing, and we're going to have perhaps a little bit less flexibility in terms of setting agendas ahead of time. But if that's the direction the Commission wants to go that's fine. I know Roman has already had some discussions about that and I think we're looking at pricing and what it takes to move that forward.

COMMISSIONER VIGIL: Okay. I think that's an issue that I would like to pursue. With regard to some of the other issues, Mr. Dumar, are you going to be able to respond to some of the questions that I would bring up?

MR. DUMAR: I will try to do that. If not, we've got people in the audience who can certainly address anything else you'd bring up.

COMMISSIONER VIGIL: What this Commission has done with previous developments based, I think, on our conscientiousness of water budgeting. And I know that you're not at a place right now through our own process where you're going to propose a water budget, but I hope when that does get proposed and it goes through our own review and our hydrologist, that it really reasonably and appropriately allocates the water. My sense is that through our own processes we have been able to receive agreements from developments that the .25 is a cap for residences in their development. Will this development have a problem with that and is that something that at least I can anticipate will be a part of your preliminary development plan.

MR. DUMAR: I can address that in part and I'll have Ms. Vazquez talk to it. I think clearly when you go in for preliminary plat approval, looking at the guidelines the County has developed for residential consumption. For example, per residence, .25, and looking at the issue of how can you reuse water for recreational purposes? How can you use technology to get yourself into a water budget that makes sense? I can guarantee you that this development, Suerte, will work to move to meet your guidelines. The details of how that would be done I can't say, and it would be worked out, but I do quite a bit of work in water budgets on other projects. And there are really four parts to water budgeting and all of them, I think, can be worked with here.

The first one is simply making a choice about how much water you're going to allow people to use. The County has expressed some very strong views on that, and I think that Suerte is willing to take a look at that question when you get into that evaluation. The second

one is how do you reuse the water, use it the most number of times to get the maximum amount of beneficial use per unit of water? I know we're evaluating that and figuring out what to do there. And the common areas and the recreational uses and the accoutrements around water, all of those will go into that process to try to get it down. The things you can't do much with are line loss - you're going to get about 20 percent. You're going to have to have water for that. But you can, and I'm sure that Suerte will, you can say to people this is all you're going to use. This is what we've decided as a matter of policy we can live with for residents and people have to live with that. But then you can work with them to show how they can do that. We're doing that in a couple of projects where we have well shares, where you have a metered amount. And you say, I'm sorry. This is what you're going to use, but here's how you work with it to make it fit.

So that I can say that in the process that I'm very confident that Suerte will work with the Planning Department and with all of your experts, with Steve, and with both Steves to get there on that. Beyond that, if there's anything more to be said I would defer to Rosanna, but I know that's what the plan is.

CHAIRMAN ANAYA: Thank you, Mr. Dumar.

COMMISSIONER VIGIL: I have one more question.

CHAIRMAN ANAYA: Go ahead, Commissioner Vigil.

COMMISSIONER VIGIL: If I still have the floor. This application has come before us many times and it's been highly emotionally charged. I think we're at a place now where we can, I think we're at a place now where we're hammering it out within the best interests of everybody. But I'm not sure we're going to please them all and that's one of the discoveries I've made as a new Commissioner. One of the things that I have witnessed that the applicant has done is the applicant has at least twice brought forth proposals for affordable housing. Can I expect that that good faith effort will continue through the development review process? And that an affordable housing component is something that your client is still going to propose?

MR. DUMAR: Mr. Chairman, Member Vigil, not only can you assume that, it can be guaranteed that that will have to be part of this process as we go forward. I think the County has spoken and spoken loud and clear on affordable housing. We've got proposals. There will be more and I think anybody in this Santa Fe region that thinks that they could bring any proposal without accommodating affordable housing needs should probably try to do development elsewhere, and I've advised a few to do that, because it is absolutely vital and yes, of course, they will do that, continue to proceed in good faith.

COMMISSIONER VIGIL: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Commissioner Montoya.

COMMISSIONER MONTROYA: Mr. Chairman, I'd like to hear, actually, from Stephen Wust regarding your recommendation on this water service agreement, as our director.

DR. WUST: Mr. Chairman, Commissioner Montoya, because the options given to the developer were working up a water service agreement or pursuing their own well, I've

always taken the opinion that I prefer people to be on community water systems and I think the more regional the water system we look at the better, because we have the resources to accommodate things like different water sources. So I think it's quite important that the County try to encourage developments to work with us to get on our water system, because then we're in control of the water at that point, and we're the ones working on the big projects.

I will throw in one note in terms of the water amount. The water service agreement is not the place where we deal with water budgets, as Commissioner Vigil mentioned, but my understanding is phase 1 as referred to in the water service agreement is actually phase 1A and B of a master plan. So it's actually 98 units, plus some other uses. So it's much more than 46 units or whatever. Sixty. Whatever was mentioned before. There was quite a few more units, so the water budget is actually being applied to more.

COMMISSIONER MONTOYA: So it's double amount.

DR. WUST: That's my understanding. But in the end I would always recommend that we try to help people work with the County and work with our water system because that is really the future that the County is looking forward to in water.

COMMISSIONER MONTOYA: So do you feel comfortable that this does that?

DR. WUST: Mr. Chairman, Commissioner Montoya, I feel it does because of the nice additions that Attorney Ross has put in, such as no more than 45 acre-feet. I'll also remind the Commission that the preliminary development plan is where you set the water budget and if you restrict - if that development plan restricts them to a certain amount of water, we're not required to send them 45 acre-feet if you've restricted a development to somewhat less. We'll work out the water rights and things like that in the process, but as in this agreement, it says that other decisions by the County Commission are independent of this so when the water budget is agreed to and set, that will give us a firm number on the delivery, but this agreement gives us a good confidence that it won't be any more than 45 acre-feet. So at least we have a cap on what we know we can look forward to in terms of a water budget.

COMMISSIONER MONTOYA: Okay. Mr. Chairman, I think - thank you, Steve. I think other than what I heard from David Gold in terms of the lack of public participation in this particular contract, which is what I think you're referring to, David, I think what's in here, what's outlined is certainly I think favorable in terms of what Stephen Wust has said and what Stephen Ross has said in terms of the County's benefit and the residents' benefit. I think this is much better than the one that was previously before us - what was it? A year ago? Over a year ago? Two years ago? Whatever it was. But I certainly like this one a lot better. And quite frankly, I hadn't even reviewed this until last night. I spent quite a bit of time reviewing this and I was pleasantly surprised with what I had to read, quite frankly. And I think the changes that Steve Ross has made further, I think strengthen my comfort with this water service agreement. And Mr. Chairman, with that, I'll move for approval.

CHAIRMAN ANAYA: There's a motion. Is there a second? I'll second for discussion. Commissioner Sullivan.

COMMISSIONER CAMPOS: Mr. Chairman, I think Commissioner Sullivan had asked to be recognized before the motion.



CHAIRMAN ANAYA: Yes, but if somebody makes a motion, I have to act on that.

COMMISSIONER CAMPOS: You don't have to act on it.

COMMISSIONER SULLIVAN: Mr. Chairman, just on a couple of the points. As indicated earlier I think we're being premature on this but obviously, some of the Commission doesn't, so we're discussing it. Because we'll have a great deal more information to address issues of water depletion, which some of the residents are concerned about, when that study is finished.

On the issue of the amount of water, my concern is that once approving an agreement like this that on the average gives the development a half-acre foot of water per unit that we have provided a de facto water budget for the developer. They say, well, we've got a water service agreement. We don't have left any other mechanism by which to negotiate that. At the first master plan hearing for this which the Commission rejected, Ms. Vazquez came forward and said give us time to work with the staff. We're going to work with the staff on this water issue. At the second master plan hearing, Ms. Vazquez as I recall represented the developer, said give us time to work with this. We're going to find ways to reduce this budget and we're going to work with the staff to do this. At the third time this has come before us, today, we still have a project that is 64 units of luxury housing, which is contrary to our resolution for providing water for affordable housing as a priority, and we still have half an acre-foot of water per unit.

So my question is this, Mr. Dumar, let's just say, if you have a problem, let's just make a condition of this agreement that the owner, as is designated in here, agrees to a maximum of .25 acre-feet per unit. Total. Is that okay?

CHAIRMAN ANAYA: Commissioner Sullivan, you heard from staff that the water budget is done at the preliminary stage. You've heard it from staff. So we can't put those restrictions on them now.

COMMISSIONER SULLIVAN: I'm not putting any restrictions.

CHAIRMAN ANAYA: When it comes before the Commission for preliminary review, then we can bring that up like we have done in the past with every other development that has come before this Commission.

COMMISSIONER SULLIVAN: Well, I disagree, Mr. Chairman. We have frequently talked about water usage during our water agreements. We've done it many times and we can certainly do it here. This is, as I indicated before, an optional thing. The applicant has other mechanisms to move their project forward. I'm not saying anything else other than to ask the owner if they will provide some specificity on the three different times now that they've said they're going to work with us on that, and if that's agreeable. Mr. Dumar, is .25 acre-feet per dwelling unit as a maximum, is that agreeable as part of this agreement?

MR. DUMAR: Mr. Chairman, Member Sullivan, let me just say that it's not possible for me in this forum to negotiate a specific number for a water budget. I tried to express as best I could what I certainly believe to be the case that we'll move toward that and that will be done and there will be good faith efforts when we get to that stage of negotiating

the water budget. To be honest, we worked and worked on this agreement, into the night several nights, and we came up with what we both agreed to be an agreement that we could live with without amendment, rather than trying to amend it or negotiate it and in this forum, we said if we can with the staff and get their concurrence as to something we believe is appropriate that doesn't mind the County, then that's what we would live with.

So I'm sorry to say that at this point I'm not in a position to negotiate a water budget number. And I think –

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman, I think that's fine.

CHAIRMAN ANAYA: I don't think you need to, Commissioner Sullivan. I don't think that we need to talk about that right now: we already have set that as a policy.

COMMISSIONER SULLIVAN: No we haven't.

CHAIRMAN ANAYA: That they need to have preliminary – they need to have their water budget for preliminary.

COMMISSIONER SULLIVAN: They have to have a water budget at master plan level. In fact, I'll remind the Commission that the water budget presented at master plan level was .49 acre-foot per unit, total. And we debated that, and you can go to the minutes at great length as to whether .49 acre-feet was a reasonable water budget. We debated that for an hour. So that's the water budget. The water budget's already been presented, and why suddenly we choose to ignore it escapes me. But I think the applicant has made their answer.

CHAIRMAN ANAYA: We're not ignoring it.

COMMISSIONER SULLIVAN: Then the second question I would ask is that there's been a vague commitment to affordable housing so let me just ask again if the owner is willing to add a sentence to this agreement that says they will agree to abide by the future ordinance for affordable housing.

CHAIRMAN ANAYA: Commissioner Sullivan, I don't think that is an appropriate question. You heard them stand up there and say that they were going to provide affordable housing and they were going to work on it. But we can't put affordable housing in with a water service agreement. I don't think that's fair. We haven't done that with the rest of the applicants and I don't think we should do it with this one.

COMMISSIONER SULLIVAN: Well, I understand your opinion, Mr. Chairman, and I respect that. I would just ask the applicant if they could respond.

MR. DUMAR: Mr. Chairman, again, we've worked out everything we could on the water issues here. We worked really hard on that. We didn't anticipate what might happen with respect to an affordable housing ordinance when one was actually adopted and how we would comply with it, but I gave the best answer I could to Member Vigil, and it is a good faith commitment. We've made proposals but we're trying to stay within the four corners of the document that we work so hard to negotiate from.

CHAIRMAN ANAYA: Thank you. Commissioner, are you done?  
Commissioner Vigil.

COMMISSIONER VIGIL: Question on both those points for our attorney, Stephen Ross. And it's my understanding that this is not the appropriate time to bring up issues

that are beyond the water service agreement. Do you agree?

MR. ROSS: Mr. Chairman, Commissioner Vigil, I missed the last part of that.

COMMISSIONER VIGIL: This is not the appropriate time to bring up the issues that are beyond the water service agreement. The only thing we have in consideration before us is actually the terms and conditions of the agreement. Is that not correct?

MR. ROSS: Mr. Chairman, Commissioner Vigil, I would agree with that as a general statement. On the affordable housing issue, you recall that this body did pass a Resolution 2005-146 that said – I'll paraphrase, that any development that includes affordable housing shall receive priority for allocation of the unallocated portion of the 375 acre-feet that we have been discussing. So I think in response to that they did submit, and you all received a copy of this October 11<sup>th</sup> letter which is a plan for affordable housing in connection with the development and it proposes to meet what the current draft of the affordable housing ordinance has in it, which is a requirement for 30 percent affordable housing in those various steps, ranges.

And they proposed to provide 79 dwelling units in connection with this development, the development we're talking about, offsite on another property near the bypass. And it's a quite detailed proposal. I think you all remember it. So with that, it's not irrelevant to talk about affordable housing in this context but there is this proposal before you to provide it, which is probably part and parcel of what we're talking about.

Now as far as setting water budgets, I agree with Mr. Wust. The appropriate place to do that is in the preliminary plat approval stage when we have all the information including reports from the State Engineer and our hydrologist and their planners and their hydrologists, their water lawyers, everybody else in front of us so you can make an informed decision on that. I would not think that this is the proper forum since we don't have that information in front of us to make decisions on that. I don't think it's inappropriate to ask applicants to agree to things but I'm not sure that we're in a position of requiring things like that in this particular context because we just don't have the information upon which to base the requirements.

COMMISSIONER VIGIL: Okay, so Mr. Chairman, I guess in response to that, I have heard the applicant make positive statements of agreement towards recognizing that water conservation and a fair and accurate and equitable distribution of a water budget would be a part of their preliminary plan proposal, and I did not see that there was any adversarial position we should take and what they represented in terms of affordable housing. I asked if I could anticipate that. I was told that I would be guaranteed it. I don't know where we need anywhere beyond that. And I don't know that as we're being advised by our attorney we should address those issues outside the scope of what we're looking at today. I appreciate the cooperative nature of the applicant with regard to these issues and I hope that when we do have the opportunity to review all of the statements you have made in public, on the record, will be followed through. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: You're welcome. Commissioner Campos.

COMMISSIONER CAMPOS: Mr. Chairman, just a part of discussion. The only reason we're here today is because somebody is in a rush, and I don't know why. Because

there is no real reason to be in a rush. We have preliminary down the road. We're told that it's coming in a few months. Preliminary is where you hash out all these issues. All these issues that we're talking about today. And it seems to me logical that we should hash out these issues and if we make it a preliminary approval, then, the next order of business is to do the water service plan. But to do the water service plan first is putting the cart way ahead of the horse. It's doesn't make sense but there's something going on with this Commission or this staff trying to move this thing along in an unreasonable way. There is no reason we should be here today until after we have had preliminary, hashed out all the big issues, and I'm telling you, there's going to be some big issues, including transportation and 599, and those go up to your district, Commissioner Vigil. Dangerous conditions that they were refusing to even touch last time we talked about master plan.

Why are we doing this? Please, Commissioner Vigil, I know you've been interrupting a little bit today but please respect the fact that I do have the floor for a few more seconds. So that's our situation. That's where we have the issues. That's where we hash them out. And somebody's in a hurry and I want to know why. I don't know.

CHAIRMAN ANAYA: Commissioner Campos, I'll respond and then I'll pass it over to Commissioner Vigil. Those issues are all very important. But right now, they've only got master plan. We still have preliminary and final and those questions usually come out and we address those as a Commission and take care of those issues. They know it, staff knows it, otherwise we wouldn't be getting a positive response from staff. Staff would be saying wait a minute. You guys are doing it all backward. We're following our procedures as we go. And we're doing it. We're not getting off course. They have the right to come and ask for a water service agreement. Nobody's pushing this through. They asked to be on the agenda. We put them on the agenda and we're going to move things forward. Those questions that you brought up, those are very important questions and we will get to those questions like we do every other development plan that comes through this Commission.

We're not overlooking any of that. We're just going through the procedures.

COMMISSIONER CAMPOS: Mr. Chairman, you weren't listening.

CHAIRMAN ANAYA: I was.

COMMISSIONER CAMPOS: You're putting the cart in front of the horse. Preliminary is where you take care of these issues. Why don't we do that first? That's the logical thing. But somebody's pushing this for some other reason. You resolve these issues before you do the water service agreement. Once you have preliminary approved, then there's a good certainty this thing is going to be approved. Right now it's just a concept. There's no certainty until you get to preliminary. Once you get preliminary approval, then, that's the time, when it's logical to say okay. We do preliminary. We resolve all these big issues. Let's go to the water service agreement.

CHAIRMAN ANAYA: Thank you, Commissioner, and I hope that you're not accusing any of this Commission up here of doing any wrongdoings with the applicant. Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, on those two issues, I think we need

to respond reasonably. Rushing this case? This applicant has been here for two years. The biggest issue that they have brought before us is water. The Northwest Quadrant opposed the well. With that opposition, what does this applicant have an alternative? If they are to move forward through the sub-development act, which they are entitled to, they have to have some assurances that there is water available to them. I, as I stated earlier, do not believe that digging into our aquifer is the appropriate way, nor should we proceed on any policy that depletes that aquifer for developments, particularly of this size.

There has to be some recognition that this development did not just come before us. This development has been before the County in my mind, and someone can correct me, for at least two years in one form or another. I think originally it came to this Board of County Commissioners even before I came on the Commission as a water service agreement. It was turned down. The history of this applicant's proposal to move forward with a development to this Board of County Commission did not just happen yesterday. There's no issue on rush and with regard to putting the cart before the horse, I restate my position that this developer cannot move forward unless that water issue is resolved. Do they go to the well, or do we provide the water service delivery system? There's no way they can do anything but come forth. So I don't believe the cart is before the horse. I believe that we are proceeding in an appropriate manner, in a reasonable manner and that everything that needs to be decided through the development review process will be decided. I think the applicant is well aware that water conservation is a part of this Commission's initiative, that affordable housing is a part of that, and I have not heard anything that does not validate their good faith on moving forth on that.

I actually have to say the tone of your accusations, Commissioner Campos, disturbed me. Particularly because this development has affected my district. I have been in touch with my constituents. I have been in touch with legal counsel. I have been in touch with staff, and I have tried to gain as much information as I possibly can in terms of what is in the best resolution, what is the best alternative to this, given the fact that there are so many unknowns out there. One of the unknowns, Mr. Chairman, is the fact that this developer has the opportunity to build his own utility. And frankly, after two years of trying to get through the County, I wouldn't be surprised that he's seriously considering that. I don't think that's good for Santa Fe County and I don't want to see that happen. But I think when you look at this picture you need to look at it in the big picture forum, Mr. Chairman, and I also think we need to look at what's in the best interests of Santa Fe County and this water service agreement that we have before us is that.

**The motion to approve the water service agreement with Suerte del Sur passed by majority 3-2 voice vote with Commissioners Sullivan and Campos voting against.**

COMMISSIONER SULLIVAN: Absolutely not.

**XIII. D. Matters from the County Manager**  
**1. Update on Various Issues**

MR. GONZALEZ: Mr. Chairman, members of the Commission, just briefly, this Friday I'll be appearing before the Capital Buildings Improvement Commission, making a pitch for getting a longer lease for the pen well system. As you hopefully know from my communications, they've offered us a six-year lease which really doesn't do too much for the County, but I am going to make a presentation to them requesting that since the legislature previously authorized a 99-year lease that they consider a longer period for a lease between the penitentiary and the County.

The way the resolution was passed it authorize the County to enter into the 99-year lease. That resolution required us to go before the Capital Buildings Improvements Commission and get their approval. So I will also address the question of continuing to operate the wastewater system. If we don't get a positive response then obviously that possibility will be ruled out and with respect to the wastewater system, as you know, we're already moving forward with the beginnings of creating our own County wastewater system out in that area. That's it, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Gerald. Any questions of Gerald?

**XIII. D. 2. Approval of Collective Bargaining Agreement with Local IAFF 4366**

MR. SHAFFER: Mr. Chairman, I'm presenting for your consideration the collective bargaining agreement with our firefighters union in the absence of Deputy County Manager Mr. Abeyta. Before you in the final ratification draft that has been negotiated with the firefighters union. The complete version is in your packet. The only real economic issues that were on the table the Board has been briefed on, namely the cost of living adjustment for bargaining unit members of 1.7 percent in the year 2006 with a zero cost of living adjustment in the subsequent two years of the agreement. The other economic issue is the switch to PERA Fire Plan 5 and the County's pickup of 75 percent of the bargaining unit employee's required contribution.

Again, the Commission has been well briefed on those issues. I have nothing to add to them. I will stand for any questions and also here in the audience tonight is Assistant Chief Blackwell and union president Mike Neely.

CHAIRMAN ANAYA: Is there any questions? Commissioner Vigil.

COMMISSIONER VIGIL: Yes, Mr. Chairman. Greg, how many employees will be a part of this collective bargaining agreement. Or maybe that's something Hank knows. Are they all required to be members of the union?

MR. SHAFFER: Mr. Chairman, Commissioner Vigil, under state law employees cannot be required to be union members. However, all bargaining unit members are

covered by the collective bargaining agreement, and with regard to the number of covered employees, I would defer to Assistant Chief Blackwell.

COMMISSIONER VIGIL: I guess really at the core of my question is do you have some employees who are not participating in this agreement, not because they're inadvertently do receive the benefit from it but who don't become members of the union.

MR. BLACKWELL: Mr. Chairman, Commissioner Vigil, yes. There are actually two specific groups of individuals who will be covered under the retirement system, but not under the union agreement. In the union agreement, anybody from the rank of lieutenant down is eligible for membership in the union. Out of the eligible employees, there are two employees, I believe, that have chosen again not to participate in the union, which is fine with the local as well, but only two employees that are what we call our line employees and those two people will still be covered by this agreement, but only two. Everyone else from lieutenant on down is a member of the local.

COMMISSIONER VIGIL: And how many employees is that in total?

MR. BLACKWELL: Twenty-seven - thirty eligible employees. So there's 26 that are participating. There are also two other administrative employees that are inspectors who are not part of the union but they will be covered.

COMMISSIONER VIGIL: Thank you, Mr. Chairman. Thank you, Hank.

CHAIRMAN ANAYA: Okay, any other questions? So just in brief, I didn't get a chance to read this, but you're asking for basically a 20-year retirement.

MR. SHAFFER: That is correct, Mr. Chairman. Under the PERA Fire Plan 5 you're eligible to retire after 20 years of service at any age. So it is a so-called 20-year retirement plan.

CHAIRMAN ANAYA: And how many other departments have this in place? Besides the City of Santa Fe?

MR. SHAFFER: My understanding, Mr. Chairman, is that every paid fire department within the state of New Mexico has opted for a PERA Fire Plan 5. The difference between the departments is on the percentage pickup that the various departments have.

CHAIRMAN ANAYA: Percentage pickup. What does that mean?

MR. SHAFFER: Under the statutes that establish the PERA retirement plans, there are required employer contributions and there are required employee contributions. Under state statute, the employer, such as the County, has the option, but not the obligation, to pick up to up to 75 percent of the employees required contribution. Does that clarify the so-called 75 percent pickup, Mr. Chairman?

CHAIRMAN ANAYA: Thank you, Greg. Any other questions? Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, under that retirement also, it says it qualifies as a "municipal member". What is a municipal fire member?

MR. BLACKWELL: Mr. Chairman, Commissioner Montoya, under public safety retirement, whether that be law enforcement or fire under the PERA plan, a plan member has to meet a requirement of being a uniformed, qualified active firefighter. And so

that's generally, without getting into specifics, that's what that definition means, municipal firefighter. All other career departments in the state again are in this plan, save for us. And that includes any uniformed firefighter to entry level to if they have a uniformed chief officer to the chief. So those are all the people that are eligible if they meet that requirement, that they're still uniformed firefighters that respond to emergencies.

COMMISSIONER MONTOYA: So in Santa Fe County terminology, that means blues and whites.

MR. BLACKWELL: Correct. Yes, sir. That's a very good way to put it for us.

COMMISSIONER MONTOYA: Okay. And then the grievance procedures on page 8, did those change from previous agreements?

MR. BLACKWELL: Mr. Chairman, Commissioner Montoya, this is actually the first contract we've had with our local so this is the very first contract. So there hasn't been any change.

COMMISSIONER MONTOYA: So this is all new?

MR. BLACKWELL: This is all new. But if you'll notice, the contract is relatively brief for a contract. Part of that, in my opinion, I can defer to Captain Neely who is the president of the local, I think in negotiations, one thing that they were trying to do was to get some parity with the other departments because of our turnover, because of the 20-year retirement. In doing that, I think most of what they did was try to defer to the fact that in most of the other cases the grievance procedure, whatever, would follow our normal County policy. So I think that was one of the main intents of the local as well as fire management when we negotiated this.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. That's all I've got. Move for approval.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Motion and second. Any more discussion?

**The motion to approve the collective bargaining agreement with Local 4366 passed by unanimous [5-0] voice vote.**

MR. BLACKWELL: Mr. Chairman, members of the Commission. Thank you. I think this is going to go a long way to support - we've supported our volunteers today, but our career staff put it on the line every day and they're fine people and I really appreciate the support you've given them today because they deserve it in my opinion.

CHAIRMAN ANAYA: Thank you. And next month you'll probably come with a bunch of retirees. Do we need to go into executive session?

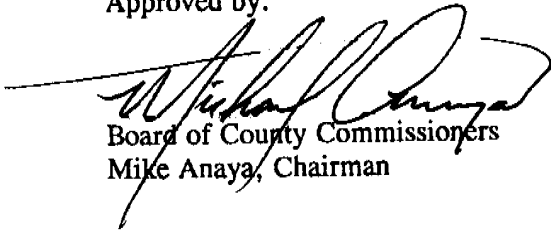
MR. ROSS: Mr. Chairman, we have nothing necessary that's urgent. If you want to wait till December.



**XIV. ADJOURNMENT**

Chairman Anaya declared this meeting adjourned at approximately 5:15 p.m.

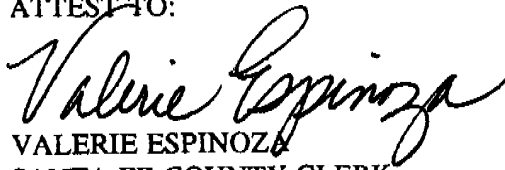
Approved by:

  
Board of County Commissioners  
Mike Anaya, Chairman

Respectfully submitted:

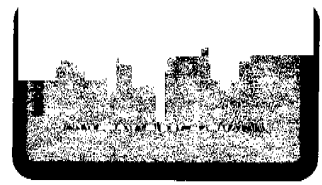
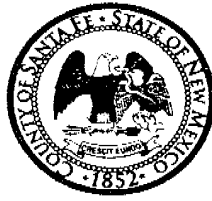
  
Karen Farrell, Commission Reporter

ATTEST TO:

  
VALERIE ESPINOZA  
SANTA FE COUNTY CLERK



SFC RECORDED 02/20/2006



Jennifer L. Jaramillo  
Constituent Services Liaison  
Santa Fe County  
102 Grant Avenue  
Santa Fe, NM 87501  
(505) 986-6293

November 21, 2005

Ms. Shirley Ortega  
President  
Santa Fe Public Library Board  
Santa Fe Public Library  
145 Washington Avenue  
Santa Fe, NM 87501

Dear Ms. Ortega,

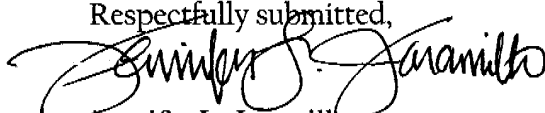
I am submitting this letter of interest to sit on the Library Board as both a Santa Fe County employee and as a resident of the southern part of Santa Fe County.

My position with Santa Fe County is Constituent Services Liaison, meaning I help County constituents with various issues, questions or concerns they may have along with numerous other duties. I work out of the Manager's Office and report directly to the County Commission as well as the County Manager.

As a resident of the County I am very involved with our family ranch, family rodeo and the Santa Fe Public Schools. I sat on the Board of Directors for the Rodeo de Santa Fe for seven years and was in charge of the "Kid's Events". With the Public Schools, I am a volunteer with the HOSTS program. I have also been active in numerous area fundraisers and events both privately and professionally.

Please accept this letter as a letter of interest in serving on the Santa Fe Public Library Board. I look forward to representing the Santa Fe County constituents. I appreciate your consideration.

Respectfully submitted,

  
Jennifer L. Jaramillo

SFC RECORDED 02/20/2006

Jennifer L. Jaramillo  
Rocking J Ranch  
5 Wide View Lane  
Santa Fe, NM 87508  
(505) 438-2689

## **PROFESSIONAL**

### **2003 – Present: Santa Fe County**

#### **Constituent Services Liaison**

##### **Primary Purpose:**

To monitor and conduct activities that promote the County Manager's Office and to stay in close communication with County constituents and constituent needs.

##### **Nature of Duties:**

Provide support to all Commissioners relating to their constituents' needs. Attend meetings for Commissioners. Organize staffing County/Tribal Summit activities and committees and facilitating all County/Tribal initiatives. Coordinate intergovernmental efforts with federal, state and local agencies to support community wide initiatives. Carry out and support the Commissioner's and County Manager's media outreach program and efforts. Prepare Resolutions, Proclamations and contracts for the Commission. Coordinate activities, presentations and all other tasks assigned by the Commissioners and County Manager.

## **COMMUNITY**

### **August 2005 – Present: HOSTS (Helping One Student to Succeed) Volunteer**

##### **Primary Purpose:**

The HOSTS Program in a nationally recognized academic structured mentoring program that pairs a student who need help in reading or math with a volunteer. The volunteers play a vital role in increasing student achievement and self-esteem. This program is designed to increase motivation and production in each student.

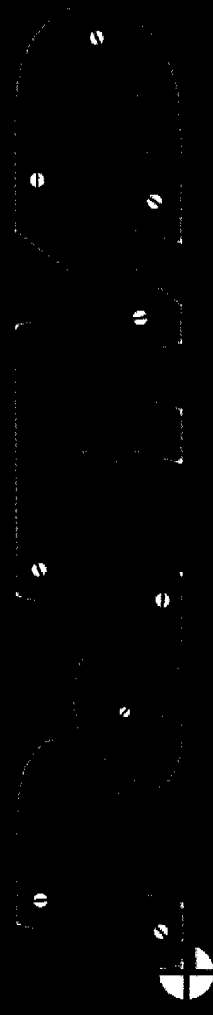
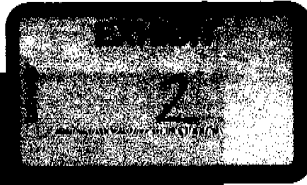
### **1997 – 2003: Rodeo de Santa Fe Board of Directors**

##### **Primary Purpose:**

Rodeo de Santa Fe primary focus is on producing a family oriented high-quality PRCA Rodeo. Rodeo de Santa Fe, Incorporated is a 501(c)(4) New Mexico nonprofit corporation was created in 1949 and is composed of many volunteer members whose mission is to bring and promote the sport of rodeo to our community.

Director of the "Kids Events" for seven years. "Kids Events" included Mutton Busting and Calf Scrambles. In charge of 120 kids that signed up for the Mutton Busting during the four nights of performances and up to 100 kids for the one-day Calf Scramble event.

SFC RECORDED 02/20/2006



# Small County, Big Future...

Planning for the Bigger Picture

SFC RECORDED 02/20/2006



# Small County, Big Future...

Planning for the Bigger Picture

## Current Challenges

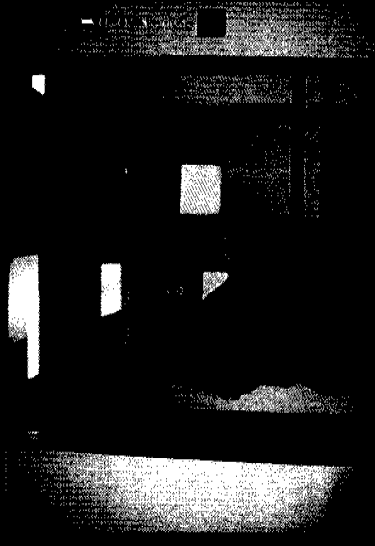
Working Space

Parking for Customers & Employees

Public Accessibility

Security

Public Safety





Santa Fe County

# Small County, Big Future...

Planning for the Bigger Picture

## Commissioners Proposals

Keep the County Offices Downtown

Traditional Center of Government

Economic Anchor for Downtown Community

Central Location for North and South Regions  
of the County



# Small County, Big Future...

Planning for the Bigger Picture

## County Resources

Administrative Building

Judicial Building

2.4 Acres (District Attorney Building, Enacon Building, Paramount and Potential Property)





# Small County, Big Future...

Planning for the Bigger Picture

## Current & Future Environment

Administrative Building 36,766 sq. ft.

Employees (2006) - 159  
(2009) - 201

Judicial Building 58,560 sq. ft.

Employees (2006) - 78  
(2009) - 114

District Attorney 20,130 sq. ft.

Employees (2006) - 69  
(2009) - 106

Enacon Building 8,404 sq. ft.

Employees (2006) - 22  
(2009) - 29

Existing & Potential Property

2.4 acres





# Small County, Big Future...

Planning for the Bigger Picture

## Strategy

**Build a New Courthouse (D.A.'s Location)**  
Address Space Requirements and Safety

**Renovate the Judicial Building**  
Opportunity for Functional Grouping of Services  
Improve Public Access  
Address Space Requirements  
Parking Opportunities

**Renovate the Administrative Building**  
Bring Building up to Code  
Support Functions Located in this Building  
Provides Expansion of Existing Office Space



# Small County, Big Future...

Planning for the Bigger Picture

## Implementation

### Site Feasibility Plan

Develop Options for Sandoval Property  
(2.4 Acres)

Parking Structure Options

Security Assessment

Determine D.A. Location

Review Building Code Issues

### Acquire Adjacent Property





# Small County, Big Future...

Planning for the Bigger Picture

## Time Table

12/13/05 BCC Approval of Site Feasibility Contract

1/13/06 Report due to County Staff

1/17/06 Thru 2/16/06 Legislative Session (report can be used as lobbying tool)

3/01/06 Finalize Budget Package

March/April Could go out to RFP for A&E Services



# Small County, Big Future...

Planning for the Bigger Picture



## Finance – Revenue Sources

	Yearly Revenue	Bonding Capacity
1/16 General Purpose GRT	2 Million	20 Million
Amend County Capital Outlay GRT Ordinance to Dedicate 25% GRT	2 Million	20 Million
	4 Million	40 Million

Visit With Financial Advisor On Other Financial Options

(Possible Additional 20 Million)





# Small County, Big Future...

Planning for the Bigger Picture

## Current Funding Sources

- \$100,000** To plan & design phase I of a new 1st Judicial District Courthouse in Santa Fe County
- \$30,000** To plan, design, construct, equip, furnish and acquire land for the 1st Judicial District Courthouse in Santa Fe County
- \$396,000** To plan, design, construct, equip, furnish and acquire land for the 1st Judicial District Courthouse in Santa Fe County



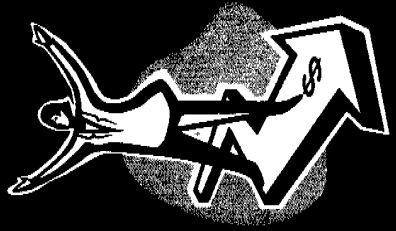
Santa Fe County

# Small County, Big Future...

Planning for the Bigger Picture

## Direction

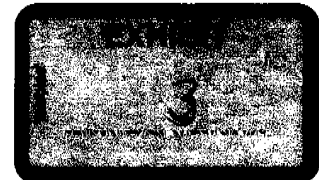
- Move Forward on Site Feasibility Study
- Property Acquisition
- Options for District Attorney
- Analysis of Financial Options



# Small County, Big Future

Planning for the Bigger Picture





**WATER SERVICE AGREEMENT**

This Water Service Agreement (hereinafter referred to as "the Agreement"), dated November 29, 2005, is made by and between the Board of County Commissioners of Santa Fe County (hereinafter referred to as "the County") and Suerte del Sur LLC, a New Mexico limited liability corporation (hereinafter referred to as "the Customer").

**I. RECITALS**

**WHEREAS**, the Customer is the owner of certain real property located in Santa Fe County and legally described as set forth in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as "the Property") which the Customer desires to develop into a 264 lot subdivision in phases as described on **Exhibit B** hereto, for which Master Plan approval has already been granted (hereinafter referred to as "the Project");

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**WHEREAS**, the Property is located within the designated water service area of the Santa Fe County Water Resources Department (hereinafter referred to as "the Department");

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**WHEREAS**, the Customer desires the Department to provide water service to the Customer and the Project;

**WHEREAS**, in order to provide water service to the Customer, the Department will be required to extend its water lines and facilities to and within the Property and acquire water rights to support deliveries of water to the Property;

**WHEREAS**, the Customer is the owner of certain water rights described in Exhibit C attached hereto (hereinafter referred to as "the Water Rights");

**WHEREAS**, the Customer is willing to transfer the Water Rights to a point of diversion designated by the County, at no cost to the County;

**WHEREAS**, the Customer intends to develop the Project as soon as all necessary approvals are obtained:

Deleted: **WHEREAS**, the Customer intends to develop the Property in several phases, which are described in Exhibit B, hereto;

Deleted: (hereinafter referred to as "The Project")

**WHEREAS**, the Customer intends to apply for preliminary and final development plan approval of the Project and this submittal requires a Water Service Agreement, and specific arrangements with regard to the provision of water service to the Project need to be in place prior to approval of the Final Development Plan;

SFC RECORDED 02/20/2006



DRAFT

Revised, November 28, 2005

Amendments from November 18, 2005 noted

**WHEREAS**, the County has entered into two agreements with the City of Santa Fe that fundamentally change the way water is supplied from the City to the County and provide a different methodology for transfer and "parking" of water rights owned by the County at the City's Buckman Well Field;

**WHEREAS**, the City/County agreements are known as the "Water Resources Agreement Between the City of Santa Fe and Santa Fe County" and the "Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion Project;

WHEREAS, until the Buckman Direct Diversion is completed, raw water supplies for projects like the Project will be limited by the delivery obligations stated in the Water Resources Agreement, and at this time the Project cannot be fully supplied through this Agreement;

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WHEREAS, the Customer wishes to proceed with Phase I of the Project prior to completion of the Buckman Direct Diversion, and wishes to enter into a Water Service Agreement that will provide for deliveries to Phase I prior to completion of the Buckman Direct Diversion, and for deliveries to the remainder of the Project after completion of the Buckman Direct Diversion; and

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**WHEREAS**, the County and the Customer desire to enter into a Water Service Agreement to supply the Project and to provide a methodology whereby additional phases will be supplied, and desire to set forth herein their respective covenants and agreements concerning the water service.

**NOW, THEREFORE, FOR GOOD AND ADEQUATE CONSIDERATION**, the Customer and the County agree as follows:

## **II. LINE EXTENSION PROJECT**

A. The Customer shall be responsible for the planning, design and construction of the Line Extension Project for the development (described in more detail on **Exhibit C** hereto) in accordance with the Department's Line Extension Policy and other applicable Ordinances, Resolutions and regulations of the County. Engineering plans will be prepared and certified by a Licensed Professional Engineer in the State of New Mexico, and submitted to the County for approval. Construction will not begin until written approval from the County is provided to the Customer.

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B. The Customer agrees that the planning, design and construction of the Line Extension Project will adhere to the standards, specifications and criteria established by the Department and will be in accordance with American Water Works Association Standards.

DRAFT

Revised, November 28, 2005

Amendments from November 18, 2005 noted

It is further agreed that Customer will abide by all the terms and conditions of all applicable Ordinances, Resolutions, regulations and conditions imposed by the County.

C. The cost of planning, designing, constructing and inspecting the facilities required for delivering water from the Department's trunk lines to the Property or for distributing water within the Property to the points of ultimate delivery and use will be determined separately and will be the sole responsibility of the Customer. All planning, design and construction of delivery and distribution facilities will be done in accordance with the line extension policy, as amended. Upon completion of construction of the delivery and distribution facilities, formal written acceptance of that construction by the County is required. Upon formal written acceptance by the County, the facilities, up to and including any and all meters, shall, to the extent permitted by law, be formally dedicated to the County and will thereupon become the County's property.

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D. Upon completion of the delivery and distribution facilities and acceptance by the Department, the Customer will be entitled to delivery of such water and the Department will make such deliveries thereafter, at then-current water service rates. The Customer and the Department agree that the water service rates become effective only on the application by a customer requesting water service.

E. The Customer agrees to pay all costs incurred or charges imposed by the Department related to specific conditions affecting the Department's ability to furnish an adequate and reliable supply of water to the Customer.

F. Upon completion of the Line Extension Project and associated facilities, and after inspection and acceptance by the Department, the Customer agrees to dedicate, at no cost to the County, the water line and associated facilities, easements and real property to the County.

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### III. AGREEMENT REGARDING WATER DELIVERY AND WATER RIGHTS

A. Project Water Needs. Phase I of the Project (see Exhibit B) will require total deliveries to the Customer of no more than 45 acre-feet per year (hereinafter referred to as "afy") to the Property. Subsequent phases may require an additional approximately 87 afy, to supply the 264 units and recreational uses currently envisioned to comprise the Project.

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B. Water Rights Transfers. The Customer shall transfer Water Rights described on Exhibit D to the County, in an amount necessary to provide service to the Project. However, the County at present cannot supply the needs of subsequent phases of the Project beyond Phase I (see Exhibit B). Therefore, as specified in Subparagraph IV(C), below, the County's obligation to deliver water to supply subsequent phases of the Project shall be contingent upon the completion of the Buckman Direct Diversion, or, if the Buckman

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Revised, November 28, 2005

Amendments from November 18, 2005 noted

Direct Diversion is not completed, the County obtaining a suitable alternative water source. Once deliveries begin to phases of the Project beyond Phase I, the County will use the remaining Water Rights transferred to the County pursuant to this paragraph to serve subsequent phases of the Project. Once the Water Rights have been transferred as described herein and delivery assured pursuant to Paragraph IV herein, and for so long as this Agreement is in force and has not been terminated pursuant hereto, the Customer shall not use the municipal water supply well it has completed on the Property for any purpose.

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C. Preparation and Filing of Application.

1. Upon execution of this Agreement, the Customer shall prepare and submit to the County an application for the transfer of Water Rights described on Exhibit D. The Water Rights transferred pursuant to this paragraph shall be transferred to a point of diversion specified by the County. Once the Water Rights are transferred, the Customer shall pay the additional cost, if any, necessary to transfer the Water Rights from the designated point of diversion to the Buckman Direct Diversion project, or another point of diversion of the County's choosing, at any time, if requested to do so by the County.

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2. Concurrent with an application to transfer the Water Rights to the point of diversion, the Customer shall transfer the Water Rights to the County and obtain approval of said transfer through the Office of the State Engineer. The County shall join in such application.

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3. Upon the final, non-appealable issuance of an order approving the application, the Customer shall inform the County and provide a copy of the order.

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D. Return Flow Credits. Any return flow credits that may be approved by the Office of the State Engineer (hereinafter "the OSE") that are associated with the Water Rights described in Subparagraph III B, above, shall belong the County.

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E. Offsets. If required by the Office of the State Engineer, the Customer shall acquire and transfer ownership to the County sufficient water rights within an affected tributary system sufficient to offset depletion of the tributary surface flows, as determined by the OSE, and associated with the pumping of the transferred water rights from the diversion point.

IV. WATER SERVICE

A. For and in consideration of, and subject to, all of the terms and conditions of this Agreement, and the Customer's fulfillment of its obligations set forth herein, and for so long as the Customer complies with such terms and conditions, the Department shall provide water service by means of individual customer taps and meters to individual customers at the Property. The Department will deliver such water as the Customer requires, suitable in

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quality for municipal, domestic, industrial use, and at pressures meeting applicable fire-flow requirements. However, the Department shall not be obligated under this Agreement to deliver more water to the Property than the total amount of Water Rights transferred to the County pursuant to this Agreement, or subsequently approved for transfer by the OSE, less 20% to account for necessary additional line capacity and inevitable line losses.

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B. Water service from the Department will be provided in accordance with all of the Department's ordinances, resolutions, regulations, conditions and Department policies, and subject to all the established fees, costs and expenses required by such ordinances, resolutions, regulations, conditions and Department policies, as these may be amended from time to time. With respect to the enforcement of these Department regulations, the Customer will be treated in the same manner as similarly situated customers.

C. The County's obligations to deliver water to the Project in excess of that required by the Phase I of the Project (see Exhibit B) shall be conditioned upon either the Buckman Direct Diversion Project becoming operational and capable of delivering water to the Customer or delivery of water by the County from any other suitable alternate water source. In addition, it is anticipated that policies for allocating the wholesale water deliveries provided for in the "Water Resources Agreements Between the City of Santa Fe and Santa Fe County" have not yet been issued by the Board of County Commissioners, but Customer nevertheless agrees to comply with those subsequently-developed policies so long as no term of such policies shall preclude the actual delivery the needs of the Customer as provided in this paragraph.

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D. In the event of a shortage of water supply or an interruption of water supply due to operational constraints, the Department may curtail usage or customers in accordance with County ordinances and regulations. The County shall have no liability for any reduction in water deliveries due to water supply shortages or an interruption of water supply due to operational constraints.

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Revised, November 28, 2005

Amendments from November 18, 2005 noted

## V. CHARGES AND FEES

A. The Customer agrees to pay the fees and charges associated with the execution and performance of this Agreement and necessary for the provision of water service to the Property, including but not limited to, impact fees, connection fees, inspection fees, and engineering fees as determined by the Department from time to time, including specifically all the costs of the water rights transfers referred to above and any and all costs and attorneys fees resulting from administrative proceedings necessary to achieve a transfer of the Water Rights to the County, and the points of diversion specified herein.

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B. The Customer agrees that, beginning upon execution of this Agreement, it will pay a service charge in the amount of Twenty-five Dollars (\$25.00) per dwelling unit per month for all two hundred sixty-four (264) dwelling units to be built. The service charge shall ensure that the County has sufficient delivery capacity in the event the Customer's projected water budget proves to be insufficient to meet the actual water needs of the Property. This service fee will be reduced by \$25.00 each time a meter is installed and made operational at a dwelling unit on the Property. Upon the installation and operation of a meter, the service fee will be replaced by the standard utility rates and charges described in Subparagraph IV.B, above.

C. The Customer's obligation to pay standby fees will cease when a sufficient number of dwelling units and commercial properties have used water for a period of time sufficient for the County to determine whether the approved water budget reflects actual usage in Phase I (see Exhibit B) of the Property. Release of the Customer from its obligation to pay standby fees for all or a portion of the standby capacity will be at the sole discretion of the County but such release shall not be unreasonably withheld. The parties agree to reconsider the need for the continuation of this service charge annually, on or about the date of the execution of this Agreement.

## VI. COUNTY ACTIONS UNAFFECTED

Except as specifically stated in this Agreement, it is expressly understood and agreed to by the Customer that this commitment by the Department to supply the above-stated water service does not in any way bind or obligate the County, or any employee, official, board, agent or other entity thereof, to take any action, including but not limited to: acceptance of any application or other documents for filing; processing of any application or proposal; approval of any kind of land use or development proposal; issuance of any license or permit; or any other action, whether discretionary, ministerial or otherwise, with respect to any proposal or application or other request by the Customer or anyone on the Customer's behalf concerning the Property of the development thereof. The Customer understands and agrees that the County's obligations as described in this Agreement are totally independent of any other action or decision-making process of the County and have no bearing whatsoever upon the exercise of any authority or discretion of any County

official, employee, board, agency or other entity. The Customer is solely and fully responsible for obtaining any and all licenses, permits, approvals or other consents required enabling it to utilize the water committed to be delivered by the County hereunder. Nothing herein constitutes a commitment, promise, assurance or other favorable indication that any such license; permit, approval or other consent will in fact occur or be granted.

**VII. CUSTOMER GRANTS OF RIGHT-OF-WAY**

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A. To the extent that the Customer has the legal right, the Customer agrees to acquire and then grant to the Department, without charge, any and all permanent easements and rights-of-way to run with the land as reasonably required by the Department over and across the Customer's lands for design, engineering, construction, installation, operation, maintenance, repair and replacement of the Department's water system, and the delivery and distribution facilities to be constructed in accordance with this Agreement. Such grants will be made through appropriate plat dedications or instruments recorded in the Office of the County. The parties further agree that the Customer will acquire the right for the Department to locate facilities on the Customer's lands, to the extent possible from the standpoint of cost and engineering feasibility, in a manner that avoids unreasonable interference with the Customer's contemplated uses of its lands, and that complements those contemplated uses, and in accordance with sound construction and engineering standards and practices.

B. It is the understanding of the parties that if other additional rights-of-way and/or easements must be acquired from third parties who are not parties to this Agreement in order to extend service to the Property, acquisition of such rights-of-way and/or easements will be the sole responsibility of the Customer. It is the further understanding and intention of the parties that these other additional rights-of-way will be granted to the Department.

**VIII. EFFECTIVE DATE AND TERM**

This agreement is contingent upon approval of the County and execution by the Customer, and will become effective upon the later of the two.

**IX. TERMINATION**

A. Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided the non-breaching party will give the breaching party written notice specifying the breach and may afford the breaching party a reasonable opportunity to correct the breach.

B. In the event that the Line Extension Project for the Property has not been initiated within three (3) years of the effective date of this Agreement, the County may terminate this Agreement. However, the County may not exercise this privilege if the

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Customer is making good faith efforts to perform on the execution of the Line Extension Project, taking into account the conditions existing at the time.

C. In the event the Customer elects not to proceed with the development of the Property for any reason, it will have the right to terminate this Agreement by delivering written notice of termination to the County Manager, with a copy to the County Attorney. The County shall retain all fees and charges paid by the Customer through the date of such notice of termination.

D. In the event this Agreement is terminated for cause, or the Customer elects not proceed with the development of the Property for any reason prior to the transfer of water pursuant to Paragraph III, above, and elects to terminate the Agreement under the previous paragraph, the Agreement shall terminate and the County shall have no right to the Water Rights whatsoever. However, in the event this Agreement is terminated for cause or the Customer elects not to proceed with the development of all or a portion of the Property following the transfer of Water Rights pursuant to Paragraph III, above, the Customer may: (1) elect to have the Water Rights described on Exhibit D (or the unused portion of the Water Rights in situations where only a portion of the Project will be completed) returned to the Customer, (2) sell the Water Rights (or the unused portion of the Water Rights in situations where only a portion of the Project will be completed) to the County for their then fair market value; or (3) transfer the Water Rights (or the unused portion of the Water Rights in situations where only a portion of the Project will be completed) to a new water service agreement with the County. All costs associated with returning the Water Rights to the Customer, including any costs involved in transferring the rights from the Buckman Well Field or Buckman Direct Diversion to a point of diversion chosen by the Customer, will be borne by the Customer. The County shall reasonably cooperate with the Customer to facilitate a return of Water Rights by executing any and all documents necessary to effectuate a transfer within a reasonable time.

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E. In the event this Agreement is terminated for any reason, nothing herein shall affect the rights of persons living within the Property who have become customers of the Department and owners of lots within the Property but who have not yet become customers of the Department, to continued water service pursuant to the ordinances and resolutions of the County.

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F. In the event this Agreement is terminated for any reason, the County will return ownership of any Customer-built equipment or facilities that are, at the time of termination, not being used by the County to support deliveries to customers within the Project, and any rights of way or easements it has acquired pursuant to this Agreement to the Customer in a reasonable and timely fashion. All costs associated with such return of ownership will be the sole responsibility of the Customer.

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Amendments from November 18, 2005 noted

#### X. ASSIGNMENT

The Customer will 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 prior written approval of the County, with the exception of the contemplated transfer of the Customer's rights and duties under this Agreement to "Suerte Development Inc." a New Mexico corporation, which assignment and transfer is expressly approved.

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#### XI. INTEGRATION

This document sets forth the entire agreement by and between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or written, by and between the parties or their agents will be valid or enforceable to add to or alter any term or provision hereof unless expressly set forth herein, nor will any term or condition of this Agreement be changed or added to in any respect except by a document executed by the parties that expressly amends this Agreement and is approved by the County.

#### XII. INDEMNITY

The Customer agrees to defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the services performed by the Customer under this Agreement. The indemnity required herein will not be limited because of the specifications of any particular insurance coverage in this Agreement. This Subparagraph does not operate to extinguish the Customer's rights to redress under State statutes and common law for negligence on the part of the County.

#### XIII. BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the parties, heirs, and assigns.

#### XIV. AMENDMENT

This Agreement will not be altered, changed or amended except by an instrument in writing executed by the parties herein.

#### XV. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the County for performance of this Agreement. If sufficient



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Revised, November 28, 2005  
Amendments from November 18, 2005 noted

appropriations and authorizations are not made by the County, this Agreement will terminate upon issuance of written notice by the County to the Customer. The County is expressly not committed to the 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 its funds are sufficient for fulfillment of this Agreement will be final.

**XVI. SEVERABILITY**

If any term or conditions of this Agreement will be held invalid or non-enforceable, the remainder of this Agreement will not be affected and will be valid and enforceable to the fullest extent of the law.

**XVII. APPLICABLE LAW**

This Agreement will be construed to be in accordance with the laws of the State of New Mexico.

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Revised, November 28, 2005  
Amendments from November 18, 2005 noted

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

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

By: Michael D. Anaya, Chair Date

**ATTEST:**

Valerie Espinoza, County Clerk Date

**APPROVED AS TO FORM:**

Stephen C. Ross Date  
Santa Fe County Attorney

**APPROVED:  
SANTA FE COUNTY WATER RESOURCES DEPARTMENT**

By: Stephen Wust, Director Date

**SUERTE DEL SUR LLC**

By: Manager Date

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**SANTA FE COUNTY COURTHOUSE  
SCHEME 1 - FACTS AND FIGURES**

**1. 4 FLOORS + BASEMENT:**

4th Floor	120 x 210 =	25,200 sf
3rd Floor	120 x 210 =	25,200 sf
2nd Floor	120 x 210 =	25,200 sf
1st Floor	150 x 240 =	36,000 sf
Basement		±20,000 sf
Lobby (4 floors) 30 x 80 x 4 =		<u>9,600 sf</u>

Total ±141,200 sf

**2. OCCUPANCY:**

- 4th Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms
- 3rd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms
- 2nd Floor – 4 Family Courtrooms, ADR, Drug Court
- 1st Floor – Clerk, D.A., Court Admin., Café, Jury Assembly
- Basement – Prisoner Holding, Sallyport, Mechanical, Storage, Judges Parking (15 spaces @ 400 each = 6,000 sf)

**3. CHARACTERISTICS OF SCHEME:**

Scheme faces south, large public plaza, utilities building could stay short term, public parking under plaza, expansion could be 2 or 3 floors with 10,600 sf/floor. Scheme includes 21,000 sf for D.A. and secure Judges parking in basement

SANTA FE COUNTY COURTHOUSE  
SCHEME 5 - FACTS AND FIGURES

1. 3 FLOORS + BASEMENT:

3rd Floor	See Sketch Dimensions	37,200 sf
2nd Floor	See Sketch Dimensions	37,200 sf
1st Floor	See Sketch Dimensions	37,200 sf
Basement		±20,000 sf
Lobby (3 floors)		<u>9,000 sf</u>
Total		±140,600 sf

2. OCCUPANCY:

- 3rd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms, Court Administration, Drug Court, ADR
- 2nd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms, D.A., ADR
- 1st Floor – 4 Family Courtrooms, 4 Chambers, Clerk, Jury Assembly, Café, Drug Court
- Basement – Prisoner Holding, Sallyport, Mechanical, Storage, Judges Parking (15 spaces @ 400 each = 6,000 sf)

3. CHARACTERISTICS OF SCHEME:

Scheme faces toward northwest with public plaza positioned toward downtown, utilities building could stay in place short term, public parking under plaza, expansion space could be 2 or 3 floors w/15,300 sf/floor. Scheme includes 21,000 sf for D.A. and secure Judges parking in basement.

SANTA FE COUNTY COURTHOUSE  
SCHEME 6 - FACTS AND FIGURES

1. 4 FLOORS + BASEMENT:

4th Floor	240 x 101 =	24,240 sf
3rd Floor	240 x 101 =	24,240 sf
2nd Floor	240 x 101 =	24,240 sf
1st Floor	240 x 141 =	33,840 Sf
Basement		±20,000 sf
Lobby (4 floors) 40 x 80 x 4		<u>12,800 sf</u>
Total		±139,360 sf

2. OCCUPANCY:

4th Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms  
3rd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms  
2nd Floor – 4 Family Courtrooms, 4 Chambers, ADR., Drug Court  
1st Floor – Clerk, D.A., Court Administration, Café, Jury Assembly  
Basement – Prisoner Holding, Sallyport, Mechanical, Storage, Secure Judges Parking

3. CHARACTERISTICS OF SCHEME:

Scheme enters off Montezuma, has great expansion (± 22,000 sf/floor) capability to the north, allows both the D.A. building and the utilities building to remain short term, public parking under plaza. Scheme includes 21,000 sf for D.A., and secure Judges parking in basement.

**SANTA FE COUNTY COURTHOUSE  
SCHEME 8 - FACTS AND FIGURES**

**1. 3 FLOORS + BASEMENT, OFFICE WING IS 2 STORIES:**

3rd Floor	120 x 240 =	25,200 sf
2nd Floor	120 x 240 = 25,200 sf	
	90 x 200 = 18,000 sf	43,200 sf
1st Floor	120 x 240 = 25,200 sf	
	90 x 200 = 18,000 sf	43,200 sf
Basement		±20,000 sf
Lobby (3 floors)	=	<u>12,000 sf</u>
	Total	±143,600 sf

**2. OCCUPANCY:**

- 3rd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms
- 2nd Floor – 4 Courtrooms, 4 Chambers, 4 Jury Rooms, D.A., Drug Court, ADR
- 1st Floor – 4 Family Courtrooms, 4 Chambers, Clerk, Court Administration, Café, Jury Assembly
- Basement – Prisoner Holding, Sallyport, Mechanical, Storage, Secure Parking

**3. CHARACTERISTICS OF SCHEME:**

Scheme has largest footprint with public plaza on the corner of Sandoval and Montezuma, allows the utility building to remain short term, public parking under plaza, limited expansion space. Scheme includes 21,000 sf for D.A., and secure judges parking in basement.

**SANTA FE COUNTY COURTHOUSE  
SCHEME 14 - FACTS AND FIGURES**

**1. 3 FLOORS + BASEMENT:**

3rd Floor	See Sketch Dimensions	38,640 sf
2nd Floor	See Sketch Dimensions	38,640 sf
1st Floor	See Sketch Dimensions	38,640 sf
Basement		±20,000 sf
Lobby (3 floors)	=	<u>9,600 sf</u>
		<b>Total</b>

±145,520 sf

**2. OCCUPANCY:**

- 3rd Floor – 6 Courtrooms, 6 Chambers, 6 Jury Rooms
- 2nd Floor – 2 Courtrooms, 4 Family Courtrooms, ADR
- 1st Floor – Clerk, Court Administration, Café, D.A., Jury Assembly, Drug Court
- Basement – Prisoner Holding, Sallyport, Mechanical, Storage, Secure Parking (15 Spaces)

**3. CHARACTERISTICS OF SCHEME:**

Scheme faces southwest with entry plaza on corner of Sandoval and Montezuma, both utilities building and D.A. building could remain short term, footprint is rather large which may impact amount of public parking below plaza, limited expansion space available. Scheme includes 21,000 sf for D.A., and secure parking for Judges in basement.