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PAGES: 219

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SANTA FE

**BOARD OF COUNTY COMMISSIONERS**

**REGULAR MEETING**

**July 12, 2005**

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

SFC CLERK RECORDED 09/12/2005

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

July 12, 2005

This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 3:00p.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 County Clerk Valerie Espinoza 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 CHDD Director Robert Anaya.

CHAIRMAN ANAYA: We have some special guests with us here today from Alabama. We have Barry Ingram - go ahead and stand up Barry, and Charlie Schwabb. Thank you for being here. I know you have some business to do with the state but it's nice of you to pop in and see how our County government is working. Thank you for being here.

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**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**B. Tabled or withdrawn items**  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 some minor changes. One is under X. B, presentation by representatives from the New Mexico Attorney General's office. That's been withdrawn. The item XI. B, the Consent Calendar, we would just like that to be acted outside of the Consent Calendar because we would need a roll call vote for that. And then we have a minor correction to item XII. B. 1. That should read a resolution authorizing issuance and sale of Santa Fe County, New Mexico general obligation refunding bonds.

CHAIRMAN ANAYA: So we scratch the public notice?

MR. ABEYTA: Yes, we scratch "requesting authorization to publish notice", and we just have authorizing issuance and sale.

CHAIRMAN ANAYA: Okay.

MR. ABEYTA: Other than that, there's no further changes from staff, Mr. Chairman.

CHAIRMAN ANAYA: Any other changes from the Commission?

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Item XIII, A. 2, the ordinance amending the Water Conservation Ordinance for all residential and commercial uses, for the hot water recirculation system, Mr. Chairman, I would like to table that particular item, in particular because Gary Klein, who is an expert in this field, has actually agreed to come and speak to the County in one of its future meetings. The current amendment that we have, while it does push for the water conservation component there are other alternatives that we can look at for this and I actually, at each one of your desk's have a sample ordinance from Marin County that addresses other ways we can approach this, inclusive of the water circulation system. And I think Gary Klein, who all of you have received an article from because Commissioner Sullivan circulated it, is perfectly willing to come and talk to us. He's a highly sought after consultant and will probably be here at our July 26<sup>th</sup> meeting, if not, the August 9<sup>th</sup>.

I think before we take any action on this particular item, Mr. Chairman, we need his input.

CHAIRMAN ANAYA: Okay. Any other changes or withdrawals? So let me get this straight, Roman. We're withdrawing X. B. We're taking XI. B off of the Consent because we need a vote.

MR. ABEYTA: Yes.

CHAIRMAN ANAYA: We are withdrawing XIII. A. 2.

COMMISSIONER VIGIL: Tabling it.

CHAIRMAN ANAYA: Or tabling it.

COMMISSIONER MONTOYA: Mr. Chairman, move for approval as amended.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Any more discussion?

The motion to approve the agenda as amended passed by unanimous [5-0] voice vote.

**VII. Approval of the Minutes**

**A. June 14, 2005**

COMMISSIONER CAMPOS: Move to approve.

COMMISSIONER MONTOYA: Second.

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

Commissioner Vigil, Commissioner Sullivan, you have minor changes.

COMMISSIONER SULLIVAN: Minor changes.

CHAIRMAN ANAYA: Okay, a motion and a second with minor changes.

COMMISSIONER CAMPOS: Okay with the maker of the motion.

COMMISSIONER MONTOYA: Okay with the second.

The motion to approve the minutes of June 14<sup>th</sup> passed by unanimous [5-0] voice vote.

**VIII. Matters of Public Concern - NON-ACTION ITEMS**

CHAIRMAN ANAYA: Victor Montoya. I hear we have a serious problem in the Treasurer's office.

VICTOR MONTOYA (County Treasurer): Good afternoon, Mr. Chairman. As you know, I had to tell a little white lie to my deputy in order to get him up here. It's with deep regret that I have to present the news to you that Phil Trujillo will be retiring on Friday, July 15<sup>th</sup> with more than 30 years of serving the County. I for one just wanted for you to be aware of this, Commissioners and maybe you could say a few kind words about Phil because you've known him as a County employee a lot longer than I have. I've known Phil for a very long time because we actually grew up on the same street together when we were kids, but you guys worked with him on a day-to-day business for all your terms in state government. I think that we all owe Phil a debt of gratitude for his service to County government and I for one am going to miss him. So I'm going to ask Phil now to say a few words and thank you very much for letting us talk to you.

CHAIRMAN ANAYA: Victor, thank you for bringing this to our attention. I

know that Mr. Trujillo has served the community in every aspect. I'm talking from Treasurer to singing at senior centers to singing for young people, always a smile on your face and when I found out that you were retiring, I thought that maybe we need to let the public know. It's sure going to be a problem in the Treasurer's. When I said a problem that's what I meant. But we're going to miss you, Mr. Trujillo. But I know where you live, so you're not going very far. If the Commission would like to say a few words. Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, Mr. Chairman. Phil, you know there's many occasions in life where people have truly mixed feelings. You have contributed so much to Santa Fe County, truly been a treasure to our Treasurer's office. So the mixed feeling is boy, I hate to see you go, but I'm also celebrating the fact where you've moved to a place where you're transitionalizing and celebrating the fact that you have a dedicated community service behind you, a wonderful family, a pivotal figure, the Road Advisory support that you've provided, the investment support that you've provided. Everything that you've done for Santa Fe County has only enriched us and seeing you go there will be a void for that, but I celebrate that you are at a place to move on towards retirement. Congratulations.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Phil, I want to thank you for your service and I'm glad to have this opportunity for a Phil Trujillo roast. So I have here – just kidding. I want to add that your community service has also been something that's I've always appreciated. I can't count the number of events that you've been to to play music and your guitar and to help raise money for various causes across the county, and that's been a joy to hear and fun to participate with you in those events and your cool and professionalism during campaigning for many years for several terms has I think endeared the public to you and to me. So good luck. I'm glad that you're well again after your accident or as well as you can be and we'll be calling on you for more public service. Thank you so much.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Phil, I've known you for about 20 years now and I've always enjoyed it. You've always done a great job and always with a smile and always with a solution when we talked about problems. I've enjoyed that. I've enjoyed knowing your wife, Shorty, your kids. It's been great. I just hope we maintain some closeness and you don't go too far away. We'd love to see you back. Thank you.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, Phil, are you going to still stay on the DWI Planning Council, hopefully. You've got to think about that because we really need you on that. The voice that you've given to that council has been tremendous. Everything that you've done. The short time, it's been about 2 ½, 3 years that I've known you I've had nothing but admiration and respect for you as an individual, number one. It goes beyond. And any – I just really wish you well. Good health in your retirement years and that things go well in whatever you decide to do, just go fishing or do nothing. Take care and God bless you and your wife. Thank you for all you've done for Santa Fe County.

GERALD GONZALEZ (County Manager): Mr. Chairman, could I interrupt?

CHAIRMAN ANAYA: You bet. Gerald.

MR. GONZALEZ: When I was at the City of Santa Fe years ago I kept hearing about the legendary Phil Trujillo from his daughter Stephanie who I had the opportunity to work with, but it wasn't until I arrived here that I actually got to meet him. But over the years I kept hearing about him from other people, Steve Kopelman used to talk about the jam sessions they'd have over here over lunch hours. I just couldn't believe that all of this was encompassed in one person. So I finally got over here, had the chance to meet with and work with Phil and he's just been an incredible person and he epitomizes, I think, what we mean when we talk about County family, because he has embraced the County and been embraced by the County as family and I know that although we regret seeing him leave in an official capacity, he will still continue to be part of our County family and he's always welcome here and we'll always have a cup of coffee and a piece of chocolate for you. So bring Shorty along next time you come in and the rest of the family is also welcome. Thank you so much for the honor of being able to work with you.

CHAIRMAN ANAYA: Thank you, Gerald.

PHIL TRUJILLO (Deputy County Treasurer): Mr. Chairman, members of the County Commission, have you ever known Phil Trujillo to say just a few words. But I guess the first thing is I have a sigh of relief. When Victor told me about a half an hour ago when I got back after the lunch break, he said, Phil, he said, we need to go up to the County Commission meeting because the Commissioners have an issue, they have a problem and they need to discuss it with me, with Victor. And he said, I need you there for moral support. And I said, my gosh, what's going on? So all I could envision was some kind of either a constituency problem or some kind of tax problem, audit. I don't know. A million things went through my head.

I am relieved that we're not here in some kind of a complication. When he said he had to tell a little white lie, it was a big white lie. But I announced to Victor back in early April my intentions to retire and he promised me that he would try and keep it under wraps. I shared it with the County Manager and the County Attorney. I felt that they needed to know. The only other person I had told is one of the staff over at Human Resources so they could help me prepare the appropriate paperwork.

And then yesterday Shirley Hooper called me and she says, Phil! She says, You're leaving us. And I said, yes, eventually. I guess I will. She said they announced it at senior staff this morning. No, Shirley, it wasn't you that let the cat out of the bag it was this guy here or that guy right there. But my wife, Rosita, lovingly known as Shorty, we all know Shorty. I wish she was here to keep me straight here. But she's the one that told me, she said, Phil, you can't do that. You've got to let your staff know and you have to let the Commission and elected officials. And I said, no I don't.

I really was going to try and keep it quiet but I guess I was hoping for too much. Yes, I've been here a long time. Besides my work since 1977, when I started, 7/7/77. July 7<sup>th</sup> of 77, when I started here, I had already been involved with the Community Action Agency, as Robert Anaya and Mike Anaya can tell you about some of the experiences I had with their dad,

working water cooperatives and building community centers and that's what we were doing with the CAT program back then and of course I was working hand in glove with the County Commission since the early 70s. So even though I started here in '77, I really feel my attachment goes way beyond that.

I'd like to tell you stories and write books I'm sure about County government. Honestly, this building, I can remember when Judge Donnelly and Santiago Campos and some of these judges sat right there at that bench and we had the jury over here. We had the district attorney down the hall and we had the Sheriff's office downstairs. I'm amazed at how we were able to do all of this in one building. But I won't bore you with nostalgia right now, I just want to tell you that I will miss County government, and I've often told people that if you want to work in government, nose to nose with the constituency, it's at the County level. I don't put down the City and I don't put down the state, but somehow there seems to be more of a bureaucracy level at those city and state government. But when you work at the County you work with the people and you're in the trenches, as most of you have already found out.

My last day is Friday and I don't plan on staying away too long. I will come and maybe visit senior staff once in a while. And Virginia – and I'm not going to call you Commissioners at this point, because at this point I want to talk to you as my friends. Jack, Mike – Mike and Robert are like my sons. I can remember them coming to the house for parties with our daughters and I've been proud of you and I'm sure that your mom and dad are certainly proud of what you two boys have done. Robert, I love you, Mike.

Harry, you and I haven't really worked that close together but in the time that we have I've seen that Hands Across Culture, I see what's in your heart and your sensitivity for the constituency. Paul, we were up together, putting up signs for our campaigns and working together. I've enjoyed the relationship with not only this Commission but the last two weeks I sang for Bouncer Sena. I sang at his funeral mass. I remember him sitting in the County Commission, Leo Catanach, Jake Martinez, Jerome Block, Sammy Garcia, the list goes on – Froggy, Rudy Fernandez. The list just goes on and on and on and on.

Hank, Stan, some of the new faces, the young ladies that are part of the backbone now, Gerald, you've been probably the finest County Manger this County's had. Steve, you and I have become good friends. Roman, your mom was one of my secretaries when I was personnel director and any time you talk to your family, that's all they talk about is Roman, Roman, Roman. They're proud of you and we're proud of you too. Valerie, kind of new, political camaraderie here recently and we're proud of you too. You're doing a wonderful job. Shirley, your kids, great family.

Susan, love you. As a matter of fact, Susan's husband is the one that did the plans for our daughter's house when she built out in Glorieta. There's a lot of other attachments here besides just political and programmatic. Gosh, we'd be here all day long if I went around the room here, but all of the County employees, the department heads, good luck to you. James, Jeff, everyone here. And lastly, Victor. I chose Victor as my deputy and I thought at the time that I had made a good, wise choice and I will stand by that. Victor's got a great handle on the office. He's doing a good job. He's the accountant, the auditor, that I never was. The banker

that I never was. The investment officer, maybe, that I never was.

But I did my best and with that I say good bye to all of you and God bless you. I wish I had known about this. I'd have worn a suit.

CHAIRMAN ANAYA: If we could, Mr. Trujillo, if we could get you up here so that we could take a picture with you.

MR. MONTOYA: Mr. Chairman, if I could just have one moment. I just want to invite everybody to the Commission Chambers here on Friday from 3:00 to 5:00. We're going to have a little reception for Philip. I know a lot of you are traveling so whoever can make it we would really appreciate it. Thank you very much.

CHAIRMAN ANAYA: Thanks again and congratulations on your retirement, Mr. Trujillo. We would have been more prepared but we just found out. We would have had something for you but we'll get something.

MR. MONTOYA: Thank you.

CHAIRMAN ANAYA: Thanks, Victor. Matters of Public Concern. Is there anybody from the public who'd like to address the Commission?

ROBERT ANAYA (CHDD Director): Mr. Chairman, Commissioners, I put in my leave slip for the next five minutes with the Manager, because my dad would have said that there are times in life when you let things go and there are times in life when you step up to the plate and this is one of those times when you step up to the plate. This particular individual that was just up here, we all know him. And you all know him as somebody who has helped the community and helped this County in many, many capacities throughout the years – personnel director, he's worked with Public Works, he's worked with the Indigent Fund. He's worked with the CAP program that he mentioned earlier, but most of the community centers and basketball courts that are in Santa Fe County that we maintain are a result of the Commission at the time and the due diligence of this particular individual right here.

To know Philip Trujillo is not to know him in his capacity as an employee of Santa Fe County. To know Philip Trujillo is to know him as a public servant and a community-minded individual. I was fortunate for about eight years to sit with him on the County Road Advisory Committee, of which during that time I learned many, many valuable lessons from him about people, about the public, and about community. In working in water and community association programs, of which I spent some time and had the opportunity to watch him, not necessarily work alongside him in that capacity but just to be able to watch him do what he did for many years. To see him countless times over the years, whether in the County or outside of the County, lugging his guitar to the senior center at lunch to quickly play some music, to grab a bite to eat with Shorty and then to make it back to the office. Years, and years and years and years.

To volunteer his time and effort, to not only do eulogies for those that passed over the years and friends, many, many eulogies. Too many to name, too many to number. Too many masses played, rosaries and funerals and weddings. This particular individual I am proud and honored to be able to get up here and say the few words that I said and no words that I can say could capsule all that I feel for him and all that he's done for this community. But with all my



heart, Mr. Trujillo, and all that I am and who I've become and learned on a daily basis, I appreciate you. I love you. My family loves you and this community loves you and thank you very much. And Gerald, thanks for letting me have that five minutes.

MR. GONZALEZ: Thanks for taking it.

CHAIRMAN ANAYA: Thank you, Robert. Is there anybody else that would like to come up and say a few words? Anybody else want to address the County Commission on public concern? Thank you, Victor and thank you Mr. Trujillo.

**IX. Matters from the Commission**

**A. Resolution 2005-95. A Resolution Authorizing Santa Fe County to Enter Into Joint Powers Agreements with Neighboring Pueblos for Animal Control Services (Commissioner Montoya)**

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. This resolution is going to cover essentially the memorandums of understanding and the agreements that we're working into as far as joint powers agreements also with our neighboring pueblos. The Sheriff's Department has entered into their specific agreements between the pueblos and this resolution essentially is a blanket or umbrella, if you will, that would cover any other JPAs, joint powers agreements that are entered into with any of the other pueblos. Currently, Nambe and Tesuque are entered into agreements and I would move for approval of this resolution, Mr. Chairman.

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

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Motion and a second. Any discussion?

COMMISSIONER CAMPOS: Discussion.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Dollars – any impacts? Do we get reimbursed? Paid? How does that work?

COMMISSIONER MONTOYA: Mr. Chairman, good question, Commissioner Campos. We are actually also as we speak compiling information requesting from the different departments the cost that this is going to – how it's going to impact us. These specific JPAs are not going to cost us. They are going to responsible for reimbursing Santa Fe County for any transport or veterinary costs that need to be incurred as a result of us picking up the animal. What's not covered of course is the transportation and staff costs and that's the information that we're compiling right now so that we can get that to, hopefully, in the future get some reimbursement, whether it be through the gambling compacts, which we've discussed as a means to pursue, or whether it may be something that each pueblo would directly reimburse the County for. But as far as dollars, this does not impact us in any way.

COMMISSIONER CAMPOS: But, Commissioner, there will be compensation for actual pick-ups, deliveries, veterinary care, etc.

COMMISSIONER MONTOYA: Yes, sir.

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COMMISSIONER CAMPOS: And in the future at some point there's going to be reimbursement for the manpower and overhead that the County uses to deliver the services to the pueblo governments.

COMMISSIONER MONTOYA: That's what we're moving forward on, yes.

COMMISSIONER CAMPOS: And what's your time line on that?

COMMISSIONER MONTOYA: We are just about - Gerald, could you comment on that in terms of where we're at with gathering of that information, once you're done chewing your chocolate?

MR. GONZALEZ: Good timing. Caught me in the middle of a bite here. We're still in the process of gathering the information and I think we should be able to pull it together fairly shortly here and bring it back for the Commission to take a look at. Timing-wise, I would say maybe by next meeting or so.

COMMISSIONER MONTOYA: Okay. Commissioner Campos, the other deadline that we are working toward is going before the Legislative Finance Committee as well as the Tax Stabilization Committee to present this information to them as well in terms of the impact that it's having on us and to seek some sort of, again, reimbursement and quite frankly, what we're working toward is looking at the existing compacts and how they're structured so that we may at some point look at restructuring those where a percentage of the gross receipts or whatever may be the case would come to counties for those services, counties with compacts.

MR. GONZALEZ: Just to add, Mr. Chairman, Commissioners, that the last total that we had was somewhere in the vicinity of just under \$500,000 annually. So it's a significant number that we're looking at in terms of dollar amount.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: When you say \$500,000, Mr. Gonzalez, what are you saying? The entire budget for animal control?

MR. GONZALEZ: No. This is all services provided for pueblo purposes.

COMMISSIONER CAMPOS: Pueblo-related services.

MR. GONZALEZ: That's correct.

CHAIRMAN ANAYA: Gerald, I didn't catch that. What was that \$500,000 for?

MR. GONZALEZ: It was for all pueblo-related services that the County is currently providing.

CHAIRMAN ANAYA: So that money's set aside to do that?

MR. GONZALEZ: No, it's currently expended on an as-needed basis out of our budget. We get a request for animal control. We get a request for Sheriffs to provide security for feast days. We have some solid waste services that we provide. Adding all of those up together, the most recent total we have is about \$474,000 I believe.

CHAIRMAN ANAYA: Okay. Any other questions? Commissioner Vigil.

COMMISSIONER VIGIL: I'd just like to, Mr. Chairman, thank Commissioner

Montoya for bringing this forward and for all of his efforts towards intercooperation with our tribal governments. We have been cooperating, as Gerald expresses, with the amount of money that we've actually been expending but there's actually nothing been formalized and this is a strong effort towards formalizing those efforts and I think it will help both the tribal governments and Santa Fe County in identifying where the costs are. For emergency services we are required to immediately respond so there is a shared cooperation with that, but nothing has been formalized. So thank you for bringing this forth. I think it's a good step and a good intergovernmental relation process. And I think there are many other areas that we can start working on with them and if this is successful we can point to it as a point of reference.

COMMISSIONER MONTOYA: Thank you.

CHAIRMAN ANAYA: Any other comments? There's a motion. Do I hear a second? Motion and a second. Any more discussion?

**The motion to approve Resolution 2005-95 passed by unanimous [5-0] voice vote.**

CHAIRMAN ANAYA: Commissioner Campos, do you have anything under Matters from the Commission?

COMMISSIONER CAMPOS: Not at this moment.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Not at this moment.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Aloha.

CHAIRMAN ANAYA: Commissioner Sullivan. Are you going to top that one?

COMMISSIONER SULLIVAN: I don't think I can, even at this early hour.

One thing, for the Public Works Department. I have a question, James. Quite some time ago out in Eldorado we had some meetings on traffic safety and one of the new speed limit lights was promised out there, signs, rather, that record your speed as you drive by. I think solar powered or whatever. What has happened to that?

JAMES LUJAN (Public Works Director): Mr. Chairman, members of the Commission, you're speaking of the driver feedback signs?

COMMISSIONER SULLIVAN: Correct.

MR. LUJAN: They are currently on Jemez Road at the request of Commissioner Anaya.

COMMISSIONER SULLIVAN: Well, let me insert a request from Commissioner Sullivan that they go back to Eldorado where they were promised.

MR. LUJAN: They are - are we going to leave them there permanently or do you still want to rotate them? I put in in the new budget for some more signs under the capital outlay and I didn't get that approved, so the current signs are the two we have at Jemez Road.

COMMISSIONER SULLIVAN: Do we need two at Jemez Road if we only have two in the whole county?

MR. LUJAN: We have them in both directions and that's what's recommended,

to use them in both directions, one in each direction.

COMMISSIONER SULLIVAN: Well, I would encourage then until we do get some more that they be rotated around in the areas where there's a critical need. I don't know if anyone's been killed on Jemez Road but there have been two people killed in Eldorado on Vista Grande so I would like to get some control of the traffic. I think that would help.

MR. LUJAN: We have taken other measures in Eldorado with the four-way stops where these accidents did occur and we have reduced the speed limit. But again, if Commissioner Anaya wants to relinquish those, we can relocate them. We have bases made. I went out there today, Commissioner Anaya, to Jemez and I observed the traffic for a while. Some are obeying them and still some people are not.

COMMISSIONER SULLIVAN: Maybe we can work it into the budget. I'm not saying that Jemez Road is not an area where there's speeding. There certainly is. But I think if that's all we have in the budget, if we can't find any more money for those signs then maybe we need to rotate them around, keep the public on their toes so they're not knowing exactly when to expect the sign or the enforcement. I know in talking with the Sheriff he indicated a good way to do that is that when those signs are up for some period of time - he does that on mobile with one of those signs as well, attached to his apartment. Sometimes they have enforcement personnel just down the street and sometimes they don't. So it doesn't necessarily have to be those particular signs on Jemez Road but if we can get some kind of traffic control on a periodic basis out there, that's what I'm looking for.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, thanks, and thanks, James, and thanks for your responsiveness to the Commission's requests. We hear from the constituents and of course we make the requests to you. I'm going to propose that perhaps your division look at a schedule for rotating these, because I think in everyone's district there are roads that have high safety issues. I know there are in mine, and the times they have been available to the roads in my district, they do, they are a traffic safety measure. There are results that prove that. So perhaps through your staff you might be able to look at a rotating schedule for this. I think it would create a benefit for the entire county and I don't know, once you get the other one on board, that might even be able to be rotated too.

So if we have a schedule we'll have a sense of predictability and I think so will you.

MR. LUJAN: Mr. Chairman, Commissioner Vigil, we'll look into that. The reason we bought solar power is so that we wouldn't have to hard-wire them electrically. And what we do is we build bases for them and put them in different locations. I currently have two bases made. I could install them But let's look at rotating them. Commissioner Anaya has been working on other measures with the people on Jemez Road to try to do some traffic calming and it hasn't been real successful lately but he's been trying to get a meeting with them. So I think he's looking at other measures to do some traffic calming, but we'll definitely look into that. And I'll look through my budget and see if I cannot - I believe there is somewhere around \$14,000 for the two of them. We'll see what we can do to maybe purchase two more.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Just a brief comment. I would agree that we need to rotate so that all districts are treated fairly. Cañada de los Alamos, Mr. Lujan, one issue that's come up for years now that we do need some traffic calming up there, it's in my district. I'd ask you to keep that in mind too. I agree with Commissioner Vigil. We have problems in all our districts. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: And on another topic, James, thanks for the quick response in getting the signs up, the No Parking signs up in front of the church. We even got a full-page spread in the Saturday *New Mexican* about it. I guess it was a light news day, but I appreciate the spread because it did call attention to the safety problem we've had out there and I hope that people will take it to heart because what I don't want to see is someone walking their child across Richards Avenue after the service and a fatal accident occurring. So again, thanks for jumping on that quickly for us.

CHAIRMAN ANAYA: What church?

MR. LUJAN: Santa Maria de la Paz. I had to go to confession, but we did get them up.

COMMISSIONER MONTOYA: It must have been a while.

COMMISSIONER CAMPOS: On company time?

MR. LUJAN: The Manager didn't give me five minutes to take off.

CHAIRMAN ANAYA: Okay, I'd like to just comment briefly on the Jemez signs. I know we have been working hard, this Commission, in trying to slow down traffic in various places, and I had asked James Lujan and his department to purchase some signs. I did not know that these signs were going to be relocated. I don't have a problem with that, but when I found out that we had just put our signs up, that they were to be taken down and moved to Eldorado, then I had a problem. I don't have a problem with them being stationed there for at least two or three months, but they had just put them up and the request was that you wanted them moved to Eldorado and I immediately jumped in and said no. I didn't feel – if this is the way the Commission want to go, I don't have a problem with that. But the problem was they were just put up and the residents would have lynched me if we took them down that day.

So if you could come up with a rotating plan, that's no problem with me. Thank you. Commissioner Montoya, did you have any Matters from the Commission?

**IX. Presentations**

**A. Some Thoughts on the Future of Richards Avenue (Judy McGowan)**  
*[Exhibit 1]*

CHAIRMAN ANAYA: Did you need some speed limit signs there?

JUDY MCGOWAN (Senior Planner): Speed limit signs are a waste of time.

Mr. Chairman, Commissioners, this presentation is exactly what it says, which is just some thoughts on the future of Richards Avenue. And it arose out of my own concern and

frustration, to be honest. As you all know, a number of development projects are in the planning stages that will require improvements on Richards south of I-25, and includes the new school out there and Oshara and Dinosaur Trail, and coming sometime later this year or early next year the West Village for Rancho Viejo.

The Community College Plan and Ordinance gives some direction for the future roadway, but stops short of giving a specific road designer profile. Without this, or without a County approved design, the Land Use and Public Works staff just react to each application without context, and there's no phasing plan for how improvements might be made. There doesn't appear to be a process in the County structure for putting forward a design. What that means is it doesn't seem to be anybody's job to do. This presentation is the first step in getting some direction. So it's meant as just a presentation discussion item. And since I'm a planner, not an engineer, there's more questions than answers in here.

One of the things that really triggered my thinking about this was a comment made by Commissioner Sullivan about not wanting to see Richards Avenue end up looking like Airport Road. And I think we would all agree with that. The other thing that bothered me, just beside the road design, was the cost. The City does have some plans for improving Airport Road with medians and turning lanes and landscaping and pedestrian access. It's going to cost a lot more to do it now retroactively than it would have cost if they had thought about that and designed some of that into the road in the first place. So that's where my concerns arise.

Just for context, you all know the Community College District Plan and Ordinance were adopted. We keep talking about that and pounding it into you. When we did that, we had a workshop with Rick Kellman, who is the expert who drafted the ITE standards for neighborhood roads here. And the State Land Office paid for him to come and lead us in an all-day workshop to think about road designs. And the styles we came up with, the standards we came up with, was three-pronged: living priority roads, where pedestrians and cyclists have primary design consideration over vehicles, traffic priority roads, which are the reverse, where the cars have primary design consideration, and mixed priority roads that are transition areas.

A particular road's classification changes depending on the zone it traverses, which is a new concept also. The reason for that is that the road type is directly related to its location, the land uses and zoning it passes through, rather than having all the land uses adapt to the road. So that's a new concept. And that's just an illustration of how a road could change depending on what zone it passes through.

The standards are flexible so that the road width doesn't necessarily change depending whether its living priority or mixed priority or traffic priority. The primary thing that changes is the road edge. So in the living priority area, you're likely to have sidewalks right up to the road, buildings right up to the road. Traffic priority, obviously, those things would be set back, because you don't want driveways accessing onto a traffic priority road.

My thinking is primarily about the traffic priority roads and specifically Richards Avenue, which I've already started calling Richards Boulevard. Because of the layout of the zones and the villages within the district, there are only two roads. There are the gateways into the district that are continuously traffic priority. And that is State Route 14 and Richards

Avenue South. State Route 14 is a state highway. We've been in conversations with the State Highway Department about a memorandum of understanding for accesses and how that road might end up looking. And Richards Avenue South of course is the County's jurisdiction.

Overall, the district plan has a highly connected road and trail network to link all the activity centers and to distribute traffic instead of piling it onto a couple of big roads. But because of their barriers to north/south connections in and out of the city primarily, I-25 being the biggest barrier, the arroyos being subsidiary barriers, the roads such as Richards and State Route 14 are going to have more traffic than other roads. It's just the way the physical layout is, it's going to happen that way. The plan itself had a bunch of actions regarding these roads. The first one was to design unique roadway corridors for Richards and the Turquoise Trail scenic byway, which is State Route 14; make them gateways, have setbacks, I think they provide the standards for reconstruction.

The plan also says that we need to reduce the traffic pressure on Richards Avenue, that Richards should be designed as the principle gateway boulevard into the district. This is where the word "boulevard" starts to get bandied about. And the planning committee, which included a lot of neighbors out there, felt very strongly about the idea of a boulevard. We're just not quite sure what was really meant. We also need to increase the capacity on the road with additional auto, bike, and turn lanes, incorporate medians, and provide alternative north/south south access connections. And this is where the northeast and the southeast connector roads come in.

The issues that we have out there right now - generally, I'm sure there are some more specific ones - intersection congestion at Rodeo Road, you know all about that, the constriction that the I-25 underpass prevents road widening right now and it also prevents the addition of bike lanes. So that's an issue overall in design right now and for the long-term.

There are some high-traffic peaks at Santa Maria de la Paz and at the Community College. And from my experience, it is peaks. I was out there standing in the middle of the road with a camera two weeks ago and once you pass the peak, people going to the evening classes at the Community College, you can do that.

So there are some specific issues and problems. The intersection at the Community College entrance is confusing because it's a two-way stop and a three-way intersection and you can see people just kind of stopping in the middle of the road and hesitating, not knowing what to do. Straightaway feeding, which if you look at the road, it's pretty much a straightaway. There's definitely ups and downs. There's a rolling terrain, but there's not really much to stop people from just putting the pedal to the metal and going. And the issue of traffic lights is it's a budgetary and a maintenance concern for Public Works, because we don't have a whole position set up for that like the City does. Although I guess we're getting more and more of them and may expand.

Some more issues that are more plan and development related. The biggest one, there's not a common guideline for making incremental improvements to the road in order to get to the goal of making a boulevard. There is a potential conflict between the goals of wide setbacks and a boulevard design. We're not sure what that means. And the planning committee actually

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approved a boulevard concept, and there were some sketches done, but a road profile never actually got adopted for it. Planned land uses aren't uniform along the road edges, so the road has to address different kinds of streetscapes at different locations. Now, this is common to the Community College District, but it's uncommon because the whole road would essentially be traffic priority.

So this isn't a great map. It shows that at certain locations along Richards there will be open space and wide buffers. At other locations, primarily around the Community College, the development will probably go right up to the road edge. And we don't want to have driveways going on and off of a traffic priority road. We have to come up with another solution.

The first thing I did was just talk about what is a boulevard, and consulted just a dictionary and some other resources about what does it mean to have a boulevard. Because when people talk about that, I'm not sure even in the planning process we were all thinking the same thing. It's just impossible to tell until you actually get the design down and can actually get people's reaction to what it might look like. But simply a boulevard is just a broad avenue lined with trees, seems to be the general definition of it. And there seem to be three distinct types of boulevards. One is a center median boulevard, which is I think what's being proposed for Airport Road, which is you have a street with a wide landscaped median down the middle with roadways on either sides and then sidewalks beyond that. You can have a street with sidewalks that's trees to enclose, seems to be one of the characteristics.

Multi-way boulevard is a concept that's being developed or has been developed, where it separates the true traffic from local traffic and often provides special pedestrian ways on tree-lined malls. And there are a number of these in the United States, multi-way boulevards. I was in San Francisco in March for the APA, and there are several in San Francisco, where there's a central median, the roadways, and then side medians and the local streets on the side that the buildings access onto. I believe Ocean Boulevard is one of those.

The center median boulevard is actually illustrated in our Community College District ordinance. And it's the one on the right here. And this is the traffic priority state rural highway, is that profile that's in the ordinance. This is simply the illustration, generalized illustration. So that works very well to provide landscaping and to provide pedestrian access on the sides. And the pedestrian ways can be right up to the road in an urban style or set way back, however you want to do it. But it doesn't solve the local access issues, especially towards Oshara. And then that section of road from Santa Maria down to where Richards enters into Windmill Ridge, where there's zoned land uses right up to the road on either side.

I believe that the multi-way boulevard has advantages at these locations, because it separates your true traffic from your local traffic. And essentially what that means is you have your through-going road, however you design that, and what they call the pedestrian realm on the side. But the pedestrian realm includes any trails or sidewalks. It includes your local traffic road and parking, on-street parking or diagonal parking or whatever, and your sidewalks right up to the buildings. And I believe that offers some solutions in those locations where the land use is right up to the road. One of the advantages of it is that the local access then can be located internal to a project, rather than on Richards Boulevard. In other words, the right-of-

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way for Richards doesn't have to be widened. It can vary the pedestrian realm. It can include all the setbacks, landscaping berms, all those things that were anticipated in the plan. It can include the living priority streets with parking that your buildings front on, rather than fronting them directly onto Richards. And the pedestrian ways can just wind through there and up and down the entire length of the road without worrying about the local access roads and their relationship to that particularly.

The next step is, what would Richards Boulevard look like? And I believe that the design that's been proposed by Oshara can give us a starting point to look at that. They essentially - I don't know whether it was consciously or not - they've designed a very set back but a multi-way boulevard concept in their development, by having a local access road with parking in their buildings separate from Richards, separated from Richards by the pedestrian trail and a landscape buffer.

I think we could come up with a concept for Richards that would combine the features of two of the boulevard types and really create a very unique and desirable entryway and gateway into the Community College District, and the reverse, back into the city too. I think the basic road profile could be the center median boulevard, which is what this shows. This is taken, by the way, from a sketch that Lorn Tryk started a long time ago that never got adopted, and I cannibalized it and added some other things. So there would be a center median, and that could be landscaped. And then that would be where your turn lanes could go if you had traffic lights or stop signs. In the areas where there would be no buildings up close, you could have your landscaping, native landscaping, it doesn't have to be big trees, and your trail and your large setback. In the areas where there's development up close, you could repeat the landscaping. Probably it would be narrow, with pedestrian ways, and have your local streets and buildings fronting on that. I really think if you look at the map you'll see there are some opportunities between Santa Maria de la Paz and the business park section of the Rancho Viejo there on Richards Boulevard where there's an obvious place where some of these local roads can be connected.

The next question to think about is, what are the best intersection designs that would maintain the traffic priority and maximize the road capacity, which we all want to do, while allowing safe access for cross traffic. As far as the traffic priority roads, they're controlled by the intersections. This is true of any road. But it's especially important on those roads that are going to carry a lot of traffic. The intersections regulate the turning movements and the traffic flows. That's where the delays happen, that's where the slow-downs happen. That's good or bad, depending on your point of view. But the intersections are also the conflict points in the system when you're talking about a multi-modal system. That's where your bikers, pedestrians, equestrians and vehicles all have the potential for getting in each other's way, with sometimes disastrous results.

Stop signs and traffic signals are the standard that's used in the United States, where we go for more restrictive forms of intersection control. The rest of the world doesn't use that type of intersection control, except in very rare circumstances. These are the ones that are the most familiar to American drivers. So that's a point of concern. That's what we know, and we know

how to develop them, theoretically. It's virtually impossible to get good traffic progression flow in all directions with these controls, because when the traffic light's on, the traffic backs up and slow-downs happen. They also reduce the traffic capacity from the roads because of the slow-downs. It's not flowing, you don't get as many vehicles per hour through. And it may cause us to have to build extra lanes, accel/decel lanes, extra turning lanes. This suggests that traffic signals should be used when simpler forms of intersection control will not do the job. That's probably a quote from John Mitchell.

Dan Rydberg gave us the location to look up the federal highway administration guidelines on roundabouts, which we did. And these next few slides come pretty much directly from those guidelines. And we just have a specific definition for a roundabout. This is one of the illustrations. And you can see it's got the circle in the middle, which is the roundabout feature. The traffic travels around in precise, designed arcs. There are islands, what they're calling splitter islands, where pedestrians can cross and stop and then cross again, and your pedestrian access goes around the perimeter, instead of through the middle.

Just a point, there's a number of traffic circles now that have been built in the city of Santa Fe. And just to note that those are not roundabouts meeting the federal standards. So we shouldn't confuse those. Those were put in as traffic-calming devices, and they have to fit in the amount of roadway, because they were mostly retrofits that was available. I think at this point there's only one in the city of Santa Fe that's a real roundabout, the new one on Botolph Road. There are federal guidelines for how these are being constructed, and a lot of places are starting to build them or retrofit intersections with roundabouts now. One of the reasons is because studies have shown that they're safer than traffic signals. They have fewer potential conflict points, instead of 32 at a standard four-way intersection. They have reduced travel speeds. You have to slow down to get through them. The center island can reduce or eliminate head-on collisions. I imagine someone could find a way to do a head-on collision if they wanted to, especially with four-wheel-drive vehicles. They handle larger volumes of traffic per hour because there's continuous traffic flow instead of the stop-start traffic that happens. And they're low-tech. If they get hit by lightning, the power doesn't go out and everybody panics wondering what they're supposed to do.

I'll go through these next sections pretty quickly. These are also taken, these tables are taken from the federal guidelines. And it's some statistics on safety. This is the safety for vehicle collisions. And you can see that there is actually – these are standard signalized intersections that have been replaced in the United States with roundabouts. And there is a reduction in accidents overall, a fairly significant reduction.

Roundabouts could function well with a boulevard design. They have some advantage for safety and for maintaining road capacity. They complement other traffic-calming measures by slowing people down. They could offer the opportunity to provide entries. You've got that circle in the middle where I would like to plant a tree, but I know the traffic engineers don't like that. So you could put something else up there. It does have the potential, as does a boulevard design, to have higher cost for landscaping, depending on how that's designed and planted.

Other questions, since we're looking at multi-modal, is how can bike and pedestrian traffic share the roadway safely. It appears that roundabouts can be significantly safer for pedestrian traffic. And that is because of those splitter islands where people can cross half the roadway, stop, and then cross the other half. And you can separate the roadway entirely from where the pedestrians are by your landscaping or your setbacks. But there are some issues for bike lanes with roundabouts. And the traffic accident rate for roundabouts can be higher than for signals for bicycles, significantly higher. And the way this has been dealt with in many places is to design your bike lanes or bike paths off-road. That works really well for recreational riders. It doesn't work as well for commuter riders who want to be right in the road going as fast as they can and as fast as the cars. So that's an issue to really be looked at.

The final question I had that I think needs to be answered is how can the improvements be phased in as development occurs to fit a common future design in an efficient manner? In other words, let's not build one and then four years later come back and decide we've changed our minds and we want something else there. And then the question is who pays for it. I think that can be achieved by having an overall concept design before the incremental construction occurs, so that everybody's building to the same concept. I believe we have to find some kind of financing mechanism so that the developments that are happening out there share fairly in the cost. And I know the fiscal impact study made some recommendations on how that might happen. And we probably need to look at implementing that sometime soon, or deciding that's not going to work and coming up with something else. Because before we know it, most of the developments will be approved and we won't have the opportunity any longer.

Some recommendations: I would recommend that we adopt a boulevard concept design for Richards Avenue South, whether it's close to the one I've illustrated here or something totally different, but get everybody on the same page. And I definitely would recommend that that multi-way pedestrian concept seems to have some real potential for portions of that roadway. I think the road profile ought to be unique to its location, with a lot of native landscaping, instead of bringing in imported landscaping. It ought to look like the southwest. It ought to look like the Community College District, rather than trying to imitate something else, and that we can weave the trails into it.

I think we really need to investigate the use of roundabouts to minimize the excess lanes and to improve road capacity. But I'm not an engineer, and I don't know how closely they can be located, what are the circumstances when they can happen and when they shouldn't happen. But I think we really need to figure that out ahead of time so we know which intersections should be signalized, which could be roundabouts, and where there shouldn't be intersections at all because it's going to be too close to either one. And I would like to see us work toward a public improvement district or some of the financing mechanisms so that the cost can be apportioned fairly.

One little footnote. The MPO staff has recommended that we add some kind of design project that might encompass Richards Boulevard and the southeast and northeast connector to the list for the tips. So they get somehow on the list for funding or for at least a project approval sometime in the future. It's my understanding, and I have to say even after sitting on

the TAC for a year, how projects get on the list and how they get funded and why they were on the list and why they're not on the list is still kind of a mystery to me. It's not at all a clear process. But my understanding right now is that even if a project is to be funded through private sources, developer contributions, or an off-site exaction when the development happens, that it should be on that list of potential projects when it's a major road. Not for obviously the small local roads.

COMMISSIONER MONTOYA: Thank you, Judy. Are there any questions of Judy?

COMMISSIONER CAMPOS: Mr. Chairman.

COMMISSIONER MONTOYA: Commissioner Campos.

COMMISSIONER CAMPOS: Ms. McGowan, what concerns me most is the financing mechanism and the timing. Because we have, as you've noted, approved a lot of development out there already. How do we deal with that issue, and what timeline are we looking at? Have the developments that have been approved, for example, Rancho Viejo, have they already committed to the improvements, to contributions to these improvements?

MS. MCGOWAN: I believe that all of the projects have been conditioned with kind of general language saying that they will participate in whatever mechanism is developed for these future projects. But there's no meat to that. They're conditioned to participate, but we don't know what that participation is. Aside from that, I believe we're asking for improvements based on the traffic impact analysis and what's deemed to be off-site improvements that would be needed in order for the project to happen.

COMMISSIONER CAMPOS: What about a timeline? That's important, it seems. Start the money coming in.

MS. MCGOWAN: Yes.

COMMISSIONER CAMPOS: Making sure that people know what they're going to have to pay to make the improvements to handle a lot of extra traffic. What are you looking at?

MS. MCGOWAN: Mr. Chairman, Commissioner Campos, I don't have a timeline. I have a concern that there isn't a timeline.

COMMISSIONER CAMPOS: Yes, we need to think of it.

MS. MCGOWAN: Yes.

COMMISSIONER CAMPOS: Okay. Thank you.

COMMISSIONER MONTOYA: Thank you. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Judy, I think you've hit upon the issues that we're facing. And that is, in order to share those costs, as was recommended in the impact study, we need some mechanism to do that. The special purpose district might be that mechanism. As I recall, the study, the area that we were most efficient on was roads, to the tune of about \$3,000 per unit, per constructed building home. And that was just for normal maintenance of the roads. If we were to get into a multi-way boulevard, of course one thing we need to do is not give away our setbacks, because then we won't have room for these other entrances and landscape medians.

But if we can retain those setbacks to do that, then we need to figure out how to fund, not only the construction of these improvements, but how to fund the maintenance. When you have landscaping, it's a very high-maintenance feature. The trees have to be trimmed. Traffic control has to be in place while you're doing it. They have to be watered. Someone has to pay for the water, someone has to buy the water rights and so forth. And it goes on and on. And I'm not saying that it's not a good idea to do that. I'm just saying, as you've said, that there has to be a plan for it.

I would suggest that you all look into the possibility of impact fees to do that. Impact fees can be handled two ways. One, they can be placed on a per-lot development on the developer, and two they can be placed on a per-home development for the builder, rather than applying it all to one. Doing that, you then have one larger fee to start off with, and then you have an increment of a continued stream of income coming in through the construction, perhaps a smaller increment through the building construction itself. That's providing a fairly steady stream to continue to maintain these. I think impact fees share the burden where it is, which is right in the district. I don't think all of Santa Fe County should have to pay the Public Works Department to maintain Richards Avenue. The beneficiaries of Richards Avenue are the institutions that are there, and the developments that are lining it on both sides, both commercial and residential.

So that would be my suggestion, that we do some thinking about that. Because I think while DOT may someday build an interchange at I-25, there's never been any indication from them that they're going to rebuild Richards Avenue for anybody. So if we want to four-lane it someday, then we've got to look at the beneficiaries of four-laning, which are clearly the landowners and developers on either side of Richards Avenue. And they need to bear that cost. And those beyond, who are using Richards Avenue to get to future developments in Rancho Viejo and beyond should be sharing that as well. So some kind of impact fee that relates to that district for construction of those facilities I think is worth having staff look at and come back with some recommendations.

MS. MCGOWAN: Mr. Chairman, Commissioner Sullivan, we certainly can look at impact fees. It's my understanding though that impact fees are for capital improvements only. And one of the major issues we have there is maintenance of trails and maintenance of roads, and that impact fees can't be spent on that.

COMMISSIONER SULLIVAN: Well, I think you're right. And so I think the way you handle that is that the impact fees go for what the Public Works Department would otherwise be doing in capital improvements, such as resurfacing and reconstructing curbing and drainage and signing and all of those things that they would otherwise have to do. And just doing any kind of a boulevard concept here is a major construction cost in and of itself. So you would have to use income from those impact fees to bond in order to do that. Because now you're in a right-of-way, and no developer's going to agree to do it unless it's a part of the approval for their particular subdivision.

So we are limited to some extent on impact fees. But I think they bear down exactly where the impact is. A special purpose district has been a mechanism used in Rancho Viejo.

But it's been a very controversial one, and I'm not sure that it would be very well met in terms of the residents who would be asked to contribute to a special purpose district. Just my thoughts.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, Mr. Chairman. Just a couple of questions, Judy. Thanks for your presentation. I looked at your sources, and I didn't notice that the Arterial Roads Task Force recommendations were used. And perhaps they were and they just weren't – or did they have anything to contribute to this?

MS. MCGOWAN: The Arterial Roads Task Force did not specifically consider Richards Avenue south of I-25.

COMMISSIONER VIGIL: Okay. Thank you. The next question I have, I guess I'm a little more confused. The Metropolitan Transportation Policy Board actually identified many of its priorities at its last meeting. And I remember Richards Avenue being a part of that. Are you saying that hasn't been done?

MS. MCGOWAN: Mr. Chairman, Commissioner Vigil, no. A specific project to do with a concept design is not in that plan, I don't believe. Or it needs to be added to the specific project list. I think the direction, the overall direction, is in that plan.

COMMISSIONER VIGIL: Okay. Is this a project that needs to go through that process, or are you asking us today to look at making a motion for some of the recommendations? I'm not sure where you'd want to take action today. It looks like today was just an update.

MS. MCGOWAN: It's an update and a discussion item. I just thought that we needed to be looking further into the future and bigger than project-by-project about how we're going to handle this. I'm being honest, I'm not really sure how you get projects through and where exactly it has to go. And I know we put in for a transportation planner. That might provide at least a person who could do it. But that's not scheduled to be funded for another year. So there's kind of a space in there when things sit.

COMMISSIONER VIGIL: There's so much valuable information in this presentation. I'm going to recommend that we look into the possibility of providing this presentation for the RPA Metropolitan Transportation Policy Board at some point in time. We're meeting on the 19<sup>th</sup>. We'll be caught up a lot with an executive director decision, but I'd like to speak to Mark Tibbitts and Bob Siqueiros. And Judy if you might follow up and ask if we could place this on a future agenda, and I certainly will too.

MS. MCGOWAN: I can do that. Thank you.

COMMISSIONER MONTOYA: Thank you, Commissioner Vigil.

MS. MCGOWAN: Okay. Thank you, Commissioners.

COMMISSIONER MONTOYA: Is this a County road?

MS. MCGOWAN: Yes.

COMMISSIONER MONTOYA: And it goes from Rodeo all the way down to the Community College?

MS. MCGOWAN: Yes. There are some other pieces of it too. But the section

that would be mostly concerned goes from Rodeo Road down to the intersection with – it's Avenida del Sur, I think. Right at the entrance to Windmill Ridge Village. So it goes a little beyond the Community College entrance.

COMMISSIONER MONTOYA: Could this be something that we could possibly get funded through GRIP projects?

MS. MCGOWAN: I don't know. I think the County Public Works Department has put in their priorities for GRIP funding already. The MPO has also been asked to put in some priorities for GRIP funding. I certainly can submit that to MPO staff.

COMMISSIONER MONTOYA: I know they usually put their priorities in for GRIP II. But if GRIP III comes along, maybe we can. Okay?

MS. MCGOWAN: Yes. I can look into that.

COMMISSIONER SULLIVAN: Just one quick comment on that. I would prefer to see our GRIP priorities go towards existing traffic problems, rather than something like this, where we have an opportunity to require those who benefit to pay for the upgrades. And for several years, the landowners all the way along Richards Avenue, in the city as well as the in the county, it's not just a county problem, have been lobbying the New Mexico DOT to build an interchange at I-25, with the theory that once that interchange is built, they will then have forced the County to upgrade Richards Avenue. And I think Ms. McGowan is looking forward to is when that happens, will it be too late? Will we have eliminated all of our options, not only design options, but funding options? So if we're going to look to that, I think we should come up with a mechanism that starts the kitty going toward that ultimate solution. And it's going to take a number of years to get enough money together to do that. But as you've indicated, Richards Avenue has peak traffic problems now. But it's not overloaded all the time, so there's some time to work on this.

COMMISSIONER MONTOYA: Thank you, Judy.

MS. MCGOWAN: Thank you.

COMMISSIONER MONTOYA: Thank you Commissioners for your comments.

**XI. Consent Calendar**

- B. Request Approval of an Agreement Between the City of Espanola and Santa Fe County to House City of Espanola Inmates at the Santa Fe County Detention Center (Corrections Department)**
- C. Approval of Amendment No. 4 to the Professional Service Agreement with the Santa Fe Boys & Girls Club (Housing Department)**
- D. Request Approval for the Caretaker to Occupy, for Use as the Caretaker's Personal Residence, the Apartment Located in the Chupadero/Rio en Medio Community Center which is Located on Property Owned by Santa Fe County, as Described Under Book 316, Page 680, and Set Forth in this Agreement (Project & Facilities)**

**Management Department)**

- E. Request authorization to Accept and Award a Contract to the Lowest Responsive Bidder for IFB # 25-64, for Commercial Sized Kitchen Equipment for the La Cienega Community Center /\$20,829.37 Inclusive of NMGRT (Project & Facilities Management Department)**
- F. Request Approval to Award Amendment #2 to Agreement 24-0067-U5 with Sheehan, Sheehan & Stelzner, PA, in Order to Increase compensation by \$20,000, for a Total Compensation Amount of \$330,00 (Water Resources Department)**

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER MONTOYA: Move for approval.

CHAIRMAN ANAYA: Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Motion and a second.

**The motion to approve the Consent Calendar with the exception of item B passed by unanimous [5-0] voice vote.**

- X. B. Ordinance 2005-6. Request Approval of Extension of Emergency Ordinance Restricting the Use of Fireworks and Open Burning (Fire Department)**

CHAIRMAN ANAYA: Is there any discussion? No discussion?

COMMISSIONER CAMPOS: Mr. Chairman, I assume this is for a 30-day extension?

CHAIRMAN ANAYA: Why don't we have a little discussion. Thank you, Stan.

STAN HOLDEN (Fire Chief): Mr. Chairman, Commissioner Campos, yes, this is a request to extend the existing ordinance or an additional 30 days.

COMMISSIONER CAMPOS: Nothing else changes, just the extension of time.

CHIEF HOLDEN: That's correct, sir.

COMMISSIONER CAMPOS: I'd be ready to make a motion.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER CAMPOS: I move we extend the time period for 30 days and amend the ordinance.

CHAIRMAN ANAYA: Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Any discussion?

STEVE ROSS (County Attorney): Mr. Chairman, we'll need a roll call vote.



The motion to approve Ordinance 2005-6 passed by unanimous [5-0] roll call vote with Commissioners Campos, Montoya, Sullivan, Vigil and Anaya all voting in the affirmative.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: I'm looking at item XII. B, Finance Department, the resolution authorizing issuance and sale of bonds. We have everyone present, I believe here and it would be nice to move them up if there's no objection.

CHAIRMAN ANAYA: Okay. There's a request to move B up to A if the Clerk doesn't have a problem with that. No problem? Let's go for it.

## **XII. Staff and Elected Officials' Items**

### **A. Finance Department**

#### **1. Resolution No. 2005-96. A Resolution Requesting Authorization of Issuance and Sale of Santa Fe County, New Mexico General Obligation Refunding Bonds, Series 2005**

SUSAN LUCERO (Finance Director): Mr. Chairman, members of the Board, I'd like to bring forth the information based on the authorization you gave us in May allowing the County to seek refunding of our 1997 General Obligation Series. With us today we have the two primary contacts that were party to this transaction and that is RBC Dain Rauscher, the fiscal agent for this transaction. They will be giving you the details of the pricing summary so that you're aware of what the overall net present value savings were, and what the effective interest rate became.

And as well we have Peter Franklin, our bond counsel here to address the legalities of the transaction and as well to ask for your approval in signing the bond purchase agreement, as well as the sales resolution, which is what we are asking approval from you today for. So with that I'd like to introduce Kevin Powers from RBC Dain Rauscher.

CHAIRMAN ANAYA: Thank you, Susan.

KEVIN POWERS: Thank you, Susan. My name is Kevin Powers. I'm with the firm RBC Dain Rauscher acting as underwriter on this transaction. I have with me Eric Harrigan from our Albuquerque office. It's a pleasure to be here today and we have a handout for your information. [Exhibit 2] On page 4, I'd like to turn your attention to page 4, where we have summarized the proposed issue. The bonds were placed into the marketplace yesterday on a when, as and if issued basis. The size of the bond issue is \$8,490,000. We're showing 2006 to 2016 which amounts to an average life of 6.8 years. The bonds carry a triple-A rating by Moody's investors Service, with a double-A-2 underlying rating. We'll talk a little bit more about the rating in just a minute.

The credit enhancement, the triple-A rating was provided by MBIA at a very attractive cost of 16.8 basis points. The average coupon for the transaction, 3.877, and I'll skip through the next couple of yields, but really, the important yield, the all inclusive cost, the AIC of 3.792 [percent]. This transaction will provide net present value savings to the County of \$563,000, or a percentage of 6.722 percent of the par amount of bonds being refunded. Just as kind of a way to understand where those numbers fall, a normal, good refunding transaction is considered to be anything better than three percent present value savings. So you more than doubled what we would consider a good refinancing. That's an excellent result.

The bonds are being refunded, the 1997 bonds were issued in a higher interest rate environment, obviously. Carried a 5.15 percent interest rate and some additional information: We've been following this transaction for quite some time, but if you look back a few months ago, back in April and May we ran some scenarios for Susan. Back in April, the transaction would have generated about \$494,000 of present value savings, and in May it would have been \$496,000. So you ended up doing better than you would have done back in April and May.

On page 5 are a couple of comparable transactions that were in the market yesterday, roughly at the same time your bonds were, and it's really hard to compare these things straight up to each other, because there are different characteristics. Every bond issue has a little different characteristic. But I think in general, if you look at the interest rates that are associated with the other bond issues here, they're all tax-back bonds, they're all triple-A rated. If you look at the interest rates, in most cases, your rates are as good or slightly better than the rates for these other transactions. These are transactions from around the country, Texas, Pennsylvania and Mississippi.

The next few pages are really numbers from the transaction. Page 6, Sources and Uses. The bonds are actually sold at a premium so you receive more from the sale of the bonds than the par amount of the bonds. And we also used a little bit of the debt service fund that's on-hand for these bonds. Tax law requires that we do that. We use the money to pay cost of issuance, the bond insurance premium and to deposit the money into an escrow account. These bonds are actually not callable until next July, so you're actually doing an advanced refunding ahead of that call date and the money from this sale will be placed into that escrow account so that on July 1, 2006, the bonds will be called in and they will be officially - well, actually, they'll be officially defeased when the money is placed into the escrow account, but they will actually be redeemed next year.

Page 7 is a summary of how the bonds were actually sold at prices that were above par and how the premium was generated. The market rate now is demanding, the bond buyers are demanding that bonds be priced at premium. It's a defensive mechanism because I believe that it's a general consensus out there that interest rates are probably headed up. When? We don't know. How far? We don't know, but I think most people believe that rates are going up. So the bond buying public is cautious about that and they want their bonds structured in a way today that will help ease the pain. As interest rates go up, bonds will tend to lose less value if they're priced at premiums.

Page 8 is a detail of the present value analysis of the savings. The actual cash flow

savings is about \$724,000, bond for bond. We make some adjustments to that for the transfer from the debt service fund and then do a present value calculation to arrive at the \$563,000 present value number.

Page 9 is the resulting debt service. You might note in 2006, there's a column there for existing debt service. I said earlier that we're only refinancing the bonds that are actually callable next year. The bonds that mature next year, 2006, are being left outstanding and they will mature on their maturity date. A little bit about the market that we're in right now on page 11. Interest rates have been favorable in general for the last few years. In the last few months they've been extremely good. We've had a couple of scares over the last couple of years where we thought interest rates were headed back up for good but they turned around and came back down, fortunately. You can see that on the upper chart. On the lower chart is the last year and as you can see, the red line there is we've pretty much hit dead bottom a couple of times here and bounced back a little bit. All in all I think the timing end of the market was excellent here.

If you look on page 12, this is a GO bond index that we use to try to track where the market is and this index hit a previous low two years ago in June at a 4.21 percent rate. We actually broke through that low this June and hit the 4.18. As of today, we're at a 4.27, so we're really right on the bottom of the interest rate markets in terms of timing. I don't think you could have timed this much better.

Page 13 has just a general comment about the interest rate markets that our company puts out each morning and we read it religiously and keep track of the market. The last bit of information here is the Moody's rating report and I just wanted to include that. It's very positive for the County. Moody was complimentary. The Aa2 rating is the second highest rating in the state. The state's GO bond rating is Aa1, which is one notch higher than yours. So that is a rating to be very proud of. I should also add that in the process of obtaining this rating the County staff was extremely helpful. We had a conference call with Moody's Investors Service with the Manager and the Finance Director and spent 45 minutes or so with an analyst discussing the current state of finances for the County, as well as some of the plans that the County has for future bond issuance. So this rating reflects the projections that the County will issue the bonds that were authorized back in November at the general election. So that's all factored into everything here. And they're comfortable with that situation.

In addition, we have the final numbers included in the very back of the presentation which is a detail of everything that went in to calculating what was necessary to refinance the 1997 bonds. And I'd stand for any questions that you might have on the financial transaction here.

CHAIRMAN ANAYA: Thank you. Susan, Gerald, I know you've reviewed this. How do you all feel about it? I'm sure you're in agreement, right?

MR. GONZALEZ: I'll let Susan respond also but I think, as Kevin indicated we hit the market just right and hopefully we can keep it down here. We had that power as we moved forward toward issuing our future bond.

CHAIRMAN ANAYA: Okay. Susan.

MS. LUCERO: Mr. Chairman, members of the Board, I think as far as the

detail, it's very explicit and the County is in a very solid position financially. And that was obviously supported by the rating agency. To get this level of a rating is truly a very strong statement. It says a lot about the ability of the Commission to make good and sound financial decisions and it's also an indication of the economy here in the county, which is very strong. So with that and the fact that we were able to hit the market right, it will benefit the taxpayer in the long run. There will be more savings passed on to the citizens. So with that, it's a very good situation to be in.

CHAIRMAN ANAYA: Thank you, Susan. Any questions or comments?  
Commissioner Sullivan.

COMMISSIONER SULLIVAN: Just a couple of quick one. Susan, on the presentation, it says the bond value is \$8,490,000 and on the documents we're asked to approve it says \$8,590,000. Is that part of this continuing increase in value that we're seeing over months? If so, I would defer this to next week. We'll gain another \$100,000.

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, the packet material indicates \$8.59 million because at the time that was our estimate before we went to closing. And when we actually closed the sale based on the prices, the cost went down to \$8.49 million. So the final issue size is \$8.49 million.

COMMISSIONER SULLIVAN: So that indicates we got a better deal than what we had anticipated.

MS. LUCERO: I believe so.

COMMISSIONER SULLIVAN: Okay. And it indicates in here that these are not callable. Does that mean that they're not callable until July 1<sup>st</sup> when they're refunding the other bonds, or they're never callable?

MS. LUCERO: What it means is they're never callable and we'd like Kevin to address that. It's something we discussed earlier.

COMMISSIONER SULLIVAN: Is that because it's a refund?

MR. POWERS: No, sir. Mr. Chairman, Commissioner Sullivan, if you look on page 5 of the handout of the comparable bond issues, if you notice, the bond issue immediately to the right of your, the Bullard School District in Texas, the bonds went off at 2023 and they were callable in 2015 at par. The standard in the bond industry is a ten-year call. If you have a call feature less than ten years it will typically cost you money in terms of interest costs. All of the bond issues here carry ten-year calls. If we put a ten-year call on your bond, only one year would have been callable. It amounted to about a million dollars.

Because of the way the bonds are structured with premiums, when you structure a callable bond and sell it at a premium, there's a penalty that you pay. So what we did, we calculated what the benefit was and what the cost was to making these callable one year ahead of their final maturity and determined that it would have cost you about \$15,000 in savings to do that. If we moved it in another year it would have cost you another \$20,000 and every time you moved in a year it got worse. Actually, if you moved in one more year the total loss in savings was about \$50,000.

So basically, by making these non-callable and reducing the ability to call these one year

ahead of what the final maturity would be it would have cost you money and the benefit would have been, I think, negligible. To call in the one million dollars one year early doesn't make a whole lot of sense. I'm not sure what we could have done in the future that we could have utilized that.

COMMISSIONER SULLIVAN: What you're saying is the only bond that would be callable would be the 2016.

MR. POWERS: If they were callable.

COMMISSIONER SULLIVAN: With a ten-year callable.

MR. POWERS: Exactly.

COMMISSIONER SULLIVAN: That's fine. We've had some problems with non-callable bonds, particularly those that are financing our prison.

MR. POWERS: Yes, and if we were issuing 20-year bonds that were non-callable then you would have had ten years that wouldn't have been callable and that would have been a considerable difference than just the one year.

PETER FRANKLIN: And, Mr. Chairman, Commissioner Sullivan, 30-year bonds, as your jail bonds were, with all 30 being non-callable.

COMMISSIONER SULLIVAN: I see these are 11 years and that's a lot nicer than 30. Thank you.

CHAIRMAN ANAYA: Any other questions?

MR. GONZALEZ: Mr. Chairman, I just wanted to thank Kevin for facilitating the discussion with Moody's raters. And during that discussion, as we discussed the direction of this Commission and the leadership that you've exercised in terms of moving the County forward, they expressed some interest in actually re-rating the County in the hope that we could improve the rating that the County currently holds. So I just wanted to plant that seed for you in the future. At some point we may want to think about structuring possibly even a visit to the raters to see if we can't improve the County bond rating which would result in additional savings in the future for other bond issues. So thank you, Kevin.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: I just want to say that I'm glad we're doing this. I think this is certainly fiscally responsive and responsible to the taxpayers of Santa Fe County. Kevin, thank you and Peter for your work on this, and I move for approval.

COMMISSIONER SULLIVAN: Second.

CHAIRMAN ANAYA: There's a motion and a second.

MR. FRANKLIN: Mr. Chairman, if I may, I just for the record want to pass out the updated version of the resolution and the document that the resolution is approving. *[Exhibit 3]* The documents that you have in your packets were based on the preliminary sizing from last week. I will walk through it if you give me a minute. I will take no more than a minute.

CHAIRMAN ANAYA: Okay. Do we need that?

COMMISSIONER MONTOYA: We might change our mind.

MR. GONZALEZ: It's one of those technicalities. That's why we hire bond

counsel, to make sure we get all these little nits and picks.

CHAIRMAN ANAYA: You almost had it there.

MR. FRANKLIN: Mr. Chairman, members of the Commission, what you have before you is a bond resolution which authorizes the issuance and the sale of the bonds through RBC Dain Rauscher. It includes all the technical details about the maturities, the principal amounts and the interest rates which were fixed yesterday in the sale of the bonds. It approves a bond purchase agreement, which you have before you, which we would need to get signed this afternoon by the chairman and the County Clerk. It also approves a couple other documents: a continuing disclosure agreement whereby the County agrees to provide on behalf of the underwriter updated information that appears in the disclosure about the bonds each year. One of the things we're doing with the continuing disclosure agreement is we're trying to make it simpler for the County to comply with it and existing similar agreements for its previous bonds. And lastly, it approves a form of escrow agreement. Pursuant to the escrow agreement we'll take the bond proceeds, put them in escrow and as the 1997 bonds become due the debt service on those bonds will be paid out of the escrow until they're called on July 1, 2007.

That's what this resolution does. If you have any questions, I'd be happy to answer them.

CHAIRMAN ANAYA: Thank you, Peter. There's been a motion and a second. Any discussion?

**The motion to approve Resolution 2005-96 passed by unanimous [5-0] roll call vote with Commissioners Campos, Montoya, Sullivan, Vigil and Anaya all voting in the affirmative.**

**XI. Clerk's Office**

**A. Resolution 2005-97. A Resolution in Support of Naming the New Mexico Department of Transportation District 5 Office Building in Santa Fe in Honor of Former State Senator Reginaldo Espinoza, Sr.**

VALERIE ESPINOZA (County Clerk): Mr. Chairman, County Commissioners, my fellow County officials, County staff, it is a great privilege to be able to present this resolution for your consideration, honoring my beloved grandfather, Senator Reginaldo Espinoza. In recommending to the New Mexico Department of Transportation that the District 5 office building in Santa Fe be named in his honor.

Grandpa Reggie would have loved this day, especially seeing his granddaughter give his presentation. I am honored beyond words. I respectfully ask your support of the friends and fellow public servants.

Whereas, Reginaldo Espinoza, Sr. was a member of prominent New Mexico and Colorado families. He was born in Ortiz, Colorado on June 22, 1912, the son of Celestino

Espinoza, whose grandfather was a famous stock grower at the turn of the century, and Rosalia Chavez de Espinoza of an illustrious New Mexico family and direct descendent of General Jose Chavez who came to Abiquiu from Spain via California to colonize the Piedra Lumbre Grant, and daughter of Francisco P. Chavez, an early Santa Fe attorney; and

Whereas, Reginaldo Espinoza, Sr. served in the New Mexico State Legislature from Santa Fe County for fourteen consecutive years, three terms as State Representative from 1943 to 1949, and two terms as State Senator from 1949 to 1957, during which time he was a Republican floor leader in both houses; and

Whereas, Reginaldo Espinoza, Sr. was very active as a young Republican and served two terms as New Mexico State Chairman of the Young Republicans in the mid-1940s as Chairman of the Eleven Western States Conference of Young Republicans in 1947 and 1948, and as vice chairman of the National Federation of Young Republicans in 1951; and

Whereas, Reginaldo Espinoza, Sr. served on the New Mexico State Highway Commission from January 25, 1967 to January 26, 1973 and during his tenure served as chairman and secretary; and

Whereas Reginaldo Espinoza, Sr. at the time of this death on June 27, 1991 was a member of the Highway Users Conference and had served on its board of directors for several years; and

Whereas, Reginaldo Espinoza, Sr. was a businessman in the oil and gasoline business in the Española Valley for many years, and a real estate broker from 1965 until the time of his death;

Now, therefore, it is resolved that the Santa Fe County Board of County Commissioners recognizes and honors Reginaldo Espinoza, Sr. for his service to the people of Santa Fe and Rio Arriba Counties and the state of New Mexico as a state and local leader; and

Be it further resolved that the Santa Fe County Board of County Commissioners supports the New Mexico Department of Transportation naming its District 5 office building in Santa Fe in his honor to be known as the Reginaldo Espinoza, Sr. building; and

Be it further resolved that a copy of this resolution be transmitted to a surviving granddaughter, our Santa Fe County Clerk, Valerie Espinoza.

CHAIRMAN ANAYA: Thank you. I commend you for doing this. It keeps your grandfather alive.

COMMISSIONER MONTOYA: Mr. Chairman, move for approval.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Any discussion? Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, members of the Commission, Valerie, thank you for bringing this forward. Having read this and understood the vast array of experience that your grandfather had I now understand where your energy comes from. He must have been a man of multi-talents, and you certainly are so it's genetic. Thank you for bringing this forward.

MS. ESPINOZA: Thank you. I never dreamed I'd be here doing this. Thank you.

**The motion to approve Resolution 2005-97 passed by unanimous [5-0] voice vote.**

**XII. C. Water Resources Department**

**1. Review and Recommendation on Eldorado Moratorium  
Proposed Policy on Implementation of Water Stage  
Restrictions**

STEPHEN WUST (Water Resources Director): Thank you, Mr. Chairman, Commissioners. You have in your packet a summary of the points of the Eldorado moratorium. The Commission requested that we look at it for any consideration of any changes, deletions or updates. In light of my rate presentation I'll try to keep this limited. The bottom line on this is the situation in Eldorado in terms of infrastructure and water resources, a situation that caused the moratorium to first be initiated and subsequently renewed has not changed. The ownership has now changed. The purchase was completed by the Eldorado Area Water and Sanitation District. However, it still has the same existing infrastructure and the same existing water resources.

However, in the next six months to one year there will be a vast amount of additional information and activity take place in the Eldorado area. These things include such items as the County hydrologic model and subsequent drilling program that will be taking place over the next year. We have included Eldorado in that modeling program and we'll have a lot of information concerning the aquifer and a lot of updated information on the understanding of it. The water and sanitation district itself is engaging in trying to develop a plan for their water resources and a 40-year water plan, and even tonight there's consideration of a 285 Corridor plan which addresses some similar issues there. Because of this near future update, information and planning, it is my recommendation that we leave the moratorium in place as is at this moment and then revisit it in the near future when we have this additional information.

I will note that here tonight, if they're still here are several members of the Eldorado Area Water and Sanitation District board. They contacted me today when they saw this agenda item and are of a similar opinion that the moratorium, we just leave it until we update some of these other items so we can address it more intelligently. So that is my recommendation at the moment. We don't want to get stuck in a PNM-City kind of thing where there's commitments made for water service that may not be deliverable but we'll have a whole understanding of that deliverability, again, in the near future and therefore the moratorium should be revisited at that time.

CHAIRMAN ANAYA: Okay. Steve, what I'm hearing is you're going to do some more studies, more research, in order for us to think about or not lift the moratorium. You want to get back to us with that research and study before we move forward?

DR. WUST: Mr. Chairman, that's correct. We'll have a water plan of the water and sanitation district to be able to evaluate and I've already talked to them. They will send me

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some data on the water usage since they've taken it over so we can see how that's going. So I will add that into our study, the computer model and then be able to move forward with research recommendation on what to do with the moratorium.

CHAIRMAN ANAYA: Okay. Any questions of Steve Wust from the Commission?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: I'm the one that requested that this be brought forth and I do have some questions regarding, starting on page 3, number 1 on the ordinance. There's, I guess about the middle of the paragraph there, renewal or pending applications for land divisions, master plans, subdivisions, which propose to utilize EDU, which is now the EAWSD. Is that correct?

DR. WUST: EAWSD.

COMMISSIONER MONTOYA: Okay. Thank you. Water services will be processed the County Land Use Administrator. What about non-EAWSD applications? Have any of those come through?

DR. WUST: Mr. Chairman, Commissioner Montoya, in the last two years that I've been County Hydrologist they have come through and they have fulfilled the requirements. That is, they drilled their own well. We've actually had a combination of several where they drilled their own well and proposed to bring water rights and hook up to the system, but they've also drilled their own well and developed their own water supply, which is allowable not only under the moratorium but under the County Code.

COMMISSIONER MONTOYA: So it's allowable not only under this but under the County Code?

DR. WUST: Correct.

COMMISSIONER MONTOYA: It is allowable?

DR. WUST: Yes.

COMMISSIONER MONTOYA: Okay. Some of the people being affected then by the moratorium, are they the ones that have signed agreements with EAWSD?

DR. WUST: Mr. Chairman, Commissioner Montoya, again, there are several different entities that are affected in different ways, some because they haven't proceeded. Some, if they have relations with the new water and sanitation district. They're here tonight. You can ask them if they have some new contracts. They've been developing a line extension policy which mimics some of the language in here, how people have to bring forward water rights and drill a well and things like that. They can address this. I don't know how many contracts they've been offered or requested. Or for water service agreements.

COMMISSIONER MONTOYA: What about some, say, that have been in effect for – say, a person got approval eight years ago and they haven't been able to move forward or do anything because of the moratorium. How many of those are being affected?

DR. WUST: Mr. Chairman, Commissioner Montoya, a number of ones, these are the ones in this other category I mentioned with your previous question. They've moved

forward and otherwise drilled their own well which is what anyone can do under the County Code. Most of the time this was due to the fact that they did not want to try to buy water rights. In terms of how many people have been affected in different ways, that's hard to say. First off, I don't have the statistics but secondly because it's kind of a judgment on the developers' part whether they want to not proceed until something's resolved or proceed forward using one of these options below. So it's really difficult for me to say, the effect it's had on any particular development because different developments can handle this thing in several ways.

COMMISSIONER MONTOYA: Okay. And you say that we're doing a county watershed-wide hydrologic study, which is specifically under number 2, paragraph 2?

DR. WUST: Which number 2, Commissioner?

COMMISSIONER MONTOYA: D. 2, page 3. I'm still on page 3. I'm going down the list where I had questions.

DR. WUST: Mr. Chairman, Commissioner Montoya, I think I quoted part of that in my memo. If a comprehensive watershed-wide hydrologic study is conducted and clearly demonstrates long-term water availability – that's the pieces of it I pulled out. Actually, our study spans two watersheds, although we don't complete the whole watershed, either the Santa Fe Basin or the Galisteo Basin. This watershed is the Galisteo Watershed, primarily and that area is the Eldorado Water and Sanitation District. And that watershed is covered within the boundaries of our computer model, and therefore it's incorporated within our study at the moment.

I gave a presentation to the Water and Sanitation District last week and they told me afterwards that they're in conversations with John Shumaker and Associates which did their original computer model several years ago and he will be looking at our model to see how he can apply it to their watershed-wide study to see how it specifically relates to them. So they're going to be doing additional water studies using our model which will be a public model to approach this very thing again, a watershed-wide study to try to get a better handle on what's going on.

COMMISSIONER MONTOYA: So the one that we're doing that we need to do in order to comply with what we have here is going to be done by December?

DR. WUST: Mr. Chairman, Commissioner Montoya, we're not doing that study in order to comply with this moratorium. The moratorium language as I read it says if a study is done that demonstrates this, then the moratorium could be lifted.

COMMISSIONER MONTOYA: Right.

DR. WUST: So our study will include this area. So it actually could be used to fulfill this requirement.

COMMISSIONER MONTOYA: Okay. And that will be done by –

DR. WUST: That will be done by the end of this year.

COMMISSIONER MONTOYA: So like December of 05.

DR. WUST: Mr. Chairman, Commissioner Montoya, yes. We hope the model will be completed a couple months before that but we've got public presentations and things like that and we hope to have the whole shebang done by the end of the year.

COMMISSIONER MONTOYA: Is this part of the whole water study that we asked – that was supposed to have been done – we asked that it be done probably about two years ago or something like that?

DR. WUST: Yes. This is phase one for a conjunctive use strategy drilling program for our purposes.

COMMISSIONER MONTOYA: So that has been out to bid and they're actually doing the work now?

DR. WUST: Mr. Chairman, Commissioner Montoya, as a matter of fact, not only that we're collaborating with the City, because they've been doing a model, and we have on the agenda for the July 26<sup>th</sup> meeting a presentation, which is one of the required deliverables by the contractor, Interra, a presentation to the Commission on the status of it and all the work they've done to-date and what the next steps are. So you'll be seeing that at your next meeting.

COMMISSIONER MONTOYA: Okay. Moving on to number 4, page 4, it says if an applicant has a well, water rights are transferred to EA system. He or she can then take the service for the development of the amount of water transferred minus 20 percent. Has that been done? Has anyone taken advantage of that clause?

DR. WUST: Mr. Chairman, Commissioner Montoya, I believe so, but I'm trying to remember in my head where it got done. Once or twice it has been done, I believe.

COMMISSIONER MONTOYA: Okay. And then on number 7, last sentence, Water users not subject to covenanted water use restrictions are encouraged to target their consumption to fall within .22 acre-feet per year. I guess that's a two-part question. Is this thing done, and if it is, who's monitoring that? The EAWSD?

DR. WUST: This would be something that I mentioned earlier that the Water and Sanitation District has agreed to provide their water usage data and then I would be checking it. This was primarily put in, in my understanding, into the moratorium because certain areas like Eldorado proper, water use restrictions are not in their covenants because they had their covenants way before water use restrictions were being routinely implemented. So this is a way to encourage those folks who had developments prior to water use restrictions being included to try to reach goals. And so when I get that information from the Water and Sanitation District, I've also been in conversation with their contracting operator, OMI, and we've all agreed to work together to try to get a handle on what the average household use is and try to work on conservation measures to bring that down.

I will add in that I am also chair of the Conservation Committee for the Eldorado Community Association and our committee for the association has been in touch with the Water and Sanitation District and we're going to work on the same thing, and that is water conservation activities, to try to get these numbers down.

COMMISSIONER MONTOYA: Okay. That's all the questions I have, Mr. Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Montoya. Any other questions or comments for Steve? Okay, hearing none, I would like to – I know there's people in the audience that would like to say a few words. Is there or not? Or are you pretty clear

about what is happening? We're going to study it and we are going to come back at the end of December and we are going to get updated from staff to possibly make a decision on whether to lift the moratorium or not. I want to take just a few comments and then I'm going to move on to the next. So, Michael, if you want to come forward, and if you could keep your comments brief and to the point we can move this meeting along.

**MICHAEL BRANSFORD:** Commissioner and members of the Commission, my name is Mike Bransford and of course my family and several friends of mine have owned land out there for over ten years. We've had master plan approval for approximately going on ten years. This is before the moratorium came in. We have been financially really hurt not be to able to continue with our plans to develop the five-acre lots we were planning to do. I just want to let you know that this moratorium has really hurt us and we've been waiting for a long, long time, and we sure would like to make sure that this doesn't get just dropped again where we have to wait for years before something can be done to remedy this situation.

Understand that the concern is water out there in that area but we have seen growth throughout the county, throughout the state and they're in a drought too. My view is that unlike one of the fellows here earlier said that the conditions are still present. The conditions are not present as when they first put the moratorium in. The moratorium was put in for an emergency because actually one of their pumps hadn't been turned on. They could create that condition in the morning and they can resolve it two seconds later by turning the switch back on.

That same condition could be applied to the City of Santa Fe or any metropolitan water company if something goes wrong with their system. The water table wasn't what depleted; the pumps weren't turned on. As soon as they were turned on the following morning the tanks were full. So I feel there's been a little bit of misinformation. There is a regional water plan coming in, and there is surface water coming in as we've been told and we feel there is already some light at the end of the tunnel, so we just don't feel like we need to or would like to wait any longer, if we know there's surface water coming in, there's a regional plan being put in and that the Lamy well is back up to where it was in '95.

So I just want to encourage the members of the Commission to please keep this open and help us to resolve these problems. Thank you so much.

**CHAIRMAN ANAYA:** Thank you, Mike. Go ahead and come forward, both of you. Go ahead and come forward.

**JERRY WILLIAMS:** Mr. Chairman, members of the Commission, I'm Jerry Williams, a member of the Eldorado Water District board of directors. Rather than speaking directly to the comments of Mr. Bransford, I think we need to understand, as you have well illustrated and stated many times, that our concern is with the water supply. We do not have enough information yet to determine what is a fact and what is not a fact. The two things that have happened recently, one is we now completely own the water system, the district does, as of - but that's only been about six weeks. The second point is that we have gotten minimal information from the previous owner of the water system, so we're having to reinvent the wheel.

We are conducting hydrology studies. We are gathering data. We are putting together

information which we are happy to forward to Mr. Wust and to other members of the County who would prefer to receive it. We feel like also there are provisions in the 285 Ordinance, if approved, would also assist in making sure that the water supply is protected. We have no desire to prevent anyone from being connected to the water system as long as the water is available. But we have to know what is available and we have incomplete data at this point.

We have policies that we're working on, our extension policies, which would make water, when it is available, available to members who chose to develop property outside the boundaries of the district under certain provisions. These are all measures that are under consideration by the district board at this time. We would strongly urge the Commission to withhold judgment until we have this further information. Thank you very much.

CHAIRMAN ANAYA: Thank you, Jerry.

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Excuse me, Mr. Williams. How long is it going to be before you have your information? We're going to have our s December 05.

MR. WILLIAMS: We are beginning this summer. I cannot give you an exact term. I would think that certainly by the end of the year we would have more information. I don't know if our studies will all be complete. The longer we can conduct the studies, collect the data, the better information we will have. But I'm sure that by the end of the year when Mr. Wust's model is complete that we will have more information, and we will be happy to share it with you at that time. But these are real concerns for the community. I hope you take that into consideration.

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

PATRICK COUGHLIN: Commissioners, Mr. Chairman, thank you. My name is Patrick Coughlin. I live in Corrales, New Mexico. I have owned property in Santa Fe for 20-some-odd years. I lived here for five years and in adopting a daughter we moved out of a familiar environment, which was here in Santa Fe and moved to Corrales. I plan on having another residence here at some point.

This is not blond hair; this is gray. I've been here for 23 years, involved in the County processes. I think it's involved some of this coloring taking place. Frankly, I remember almost ten years ago when the moratorium was implemented, and this was just the way it was. Twenty minutes before it was implemented I was on the phone with the PRC team that was overseeing the district. They explained to me that as Mr. Bransford had mentioned, that that Easter Sunday of the prior week that formulated this mad rush to moratorium was a result of the technician at Eldorado Utilities not manually flipping the switch on a very hot Sunday. He had gone away for the weekend to be with his mother, did not flip the switch on Sunday morning, the tanks stopped drawing down, coupled with the fact - and you can bear this out - the Fire Marshal at the time, Guy Monroe, he was a volunteer fireman, he did not know how to read the tank. He saw a gauge on the tank that said three feet. The gauge read three feet on a sliding scale. He didn't realize that it read three feet from the top and not from the bottom. This was two days later.

Just to make this brief, I was here when data was provided the County Commission and County staff that where the PRC said there really wasn't an emergency here. And you can check the record. The record will state from that day that the hydrologist - I believe it was the hydrologist at the time stated - County Hydrologist - that because there was no one here in the County that was capable of interpolating the data from Eldorado Utilities that they would put the moratorium on until such time as that date could be interpolated and a determination could be made. I don't know that that was ever done.

I do remember - I can remember the names; I won't use them, but certain County staff, one of them being a County Attorney, were giving each other high-fives. Really. You'd think they just won a football game, when that moratorium measure passed. It was awful. I tell you. I was there. That's what happened. There were a number of people who were there at the same time that would bear witness to that.

The thing I'm leading up to here is that that left a scar on me, frankly. I really question the intent of the whole issue as it took place. But moving forward I've had nothing but unclear and vague explanations to me that conflict with data that I have perceived from certain people as to why this moratorium is still in effect.

Let me give you a good example that happened this morning. I know John Shumaker, personally. I've used him on my projects in the past. I just wanted to clarify one thing when I talked with him this morning, that my memory was correct in something that he had told me three or four years ago and that the State Engineer had told me at the same time three or four years ago, and that was that the regional water system and the well system out in Eldorado were to work side by side, compatible with one another, complementing one another. He commented to me again this morning that there is probably water in that aquifer right now to support full development of that project for 15 to 20 years, which I think might be borne out by the fact that over towards the western fence of Eldorado along Avenida Eldorado three different people have drilled a total of I think ten wells out there in the last year or two. Russ McMillan, Ron Sebasta, they get up to 100 gallons a minute on these wells.

You've got 100-year water supply certification on these wells. Well, that doesn't gel with the fact that there's no water out there. I have real questions about - sometimes I feel like the monkeys are guarding the bananas. It's a situation where John Shumaker told me that his intent always was that once it had been designated that a regional water system was going to take place - I believe we have that, don't we? Isn't that supposed to happen, going to happen in 2008, 2009? Is that a done deal? He said that the moratorium could be lifted then and development should proceed from that point. He said as such time as the three-year horizon from this point forward, for example, takes place and the regional water system is in place, there will be no threat to the aquifer. If it was going to be 15 years, that would be a different thing. I wouldn't want that. No one would want that.

But if these were to complement one another. I mentioned to the Commissioner at one point earlier that I do recall a comment from the last BCC meeting I was at where a County Attorney, I believe it was who was here ten or fifteen years ago when this took place, his understanding was that the moratorium was not to be lifted, according to Shomaker until that

regional water system was in place, and that is not what Shomaker recommended. I just wanted to clarify that for the record.

I don't expect nor want to have my property developed at the expense of causing people to run out of water. I don't want that. I have a sense of I think judicious fairness about that and wisdom where obviously, I don't want that to happen. I frankly am considering putting a group together to hire our own independent hydrology study and to see what a reputable hydrologist and to get his opinion as to where this situation rests. I've been around a long time here and I've seen political agendas that have taken place below the surface in some of these issues. I'm like Mr. Bransford [inaudible] I acquired property with a reasonable expectation, with letters of intent being placed on water in 2.5-acre configuration, not fives. Already master planned. I was within 30 days of getting final approval when the moratorium went into effect. I can't even to 12.5-acre parcels out there now and make it pay.

The line extension is punitive. It's the only one of its sort in the state in terms of all the issues that are involved in a water line extension agreement. So I might be one person crying out here but I tell you what, I haven't seen any sense of real effort to do what's correct and right in this situation. I had hoped we could come to some sort of reasonable solution in a short period of time. I've been involved in this thing for nine years. Perhaps considering the fact that nobody's ever run out of water out here it might not be a bad idea to consider a phasing in of exemptions to the moratorium.

Myself and Mr. Bransford both had recorded master plans done and ready to go within 30 days. In the meantime, we can't do anything. We're paying property tax now because of the Water and Sanitation District who I understand haven't even drawn their boundaries yet. I don't know if I'm in or out, and I'm having to pay taxes to support that. Lot of different issues. I appreciate your audience. Thanks.

CHAIRMAN ANAYA: Thank you, Pat. Okay, any other comments? We've already heard from you Jerry.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Let me just add two things to jog some memories here, and I wasn't on the Commission when the moratorium was passed. Subsequent to the moratorium being passed, and one of the issues and problems with the moratorium was that well-drilling was going on without any offsetting water rights transfers and without any controls whatsoever and the concern involved solely - not solely but additionally around the fact that the Eldorado Utility Company was not upgrading its physical plant to provide for the future and it wasn't doing any water planning to know whether it had the water. So all of those factors, they had the asset and they did nothing with it.

So that is my understanding of what generated the moratorium. Subsequent to that, a \$200,000 study was done by John Shomaker and everyone has their own analysis of it. It's on the website, a summary of it. It's on Eldorado Utilities Water and Sanitation website if you want to read it. But basically what Shomaker said was that there wasn't a 100-year or anywhere near a 100-year water supply in Eldorado. We've heard other private hydrologists say there are

pockets of water. There's lots of geologic theories out there. And he did, I recall, mention in there that it would take something like the regional water system to allow Eldorado to continue to develop.

Now, we've talked in our 40-year water plan about making the Eldorado area part of the regional water system, but when the Buckman Direct Diversion comes on line in 2008, there are no immediate plans to connect Eldorado. There's no funding in place to build that three-mile pipeline. There's no agreements with the Eldorado Water and Sanitation District, all of those are things that will be discussed in the future. There's nothing magic about 2008 or 2009 when BDD comes along because there's no way to get the water from there to Eldorado right now.

So the point I'm making is that all the things that were concerns of the Commission then, I think have been borne out. I think we're addressing them in terms of evaluating what the capability of the aquifer is. We're certainly addressing them in terms of the public responsibility, now having a Water and Sanitation District that reports to the public and is elected by the public. We have other things to do in terms our association with the district which we've talked about before. We have to complete this geo-hydrologic study. Commissioner Montoya is right. We started two years ago to get going. It had an abortive start but now it's under full speed.

So a lot has happened but the problems that created all this are still there. They're being addressed one by one I think, but we don't yet have the answers. We're coming closer and I agree with the staff's recommendation that we get those answers before we make any major decisions.

CHAIRMAN ANAYA: Thank you, Commissioner. I'll let you speak for a minute and a half.

MARY RAYNARD: Chairman Anaya, Commissioners, my name is Mary Raynard. I'm also on the board of directors of the Eldorado Area Water and Sanitation District. And I would just like to reiterate what Mr. Wust said. Basically, we need more information. Of course we could go in and pump the aquifer and we could develop it and pump all the water out. We don't know how much water there is and how long it will last. As Commissioner Sullivan points out, once the Buckman surface water comes on line we need to work with the County to develop conjunctive use strategies with you. But we are not at a place now where the problems that created the moratorium have been resolved and we don't have sufficient data so what we're asking for is that the moratorium be left in place now, that we continue to do the research we're doing and that we reconsider the question at a later date.

CHAIRMAN ANAYA: Okay. Thank you, Mary. And I just - one little comment. I remember when the moratorium was put in place nine, ten years ago, and I just kept seeing homes being built, one right after another, and I thought, well, what happened to the moratorium. Well, it was a race to see who could come to the County to get their development plans in and out of the County so that they could develop. And we've got individuals in the audience that I guess you weren't fast enough. Well, that's not fair. I don't think that's fair.



I think we need to relook at this and give those people an opportunity to come forward with their plans and let's hear it, and if it was just a switch on the pump, that is a shame that this has even gone on this long, for nine years. And I know that there's some people in the audience that they don't want to lift this moratorium because you're there and you don't want anybody else in. That's not fair either. If there's not enough water, well, we need to study it and see, but it's not fair to the people who didn't race to the County right away to get their plans rushed through. So I feel that - and there's still building going on. To this day, there's new construction. It doesn't even seem like there was a moratorium. We need to be fair to the people that have the property out there that want to develop it and it's been a burden on them, so I look forward to hearing the study that you're going to bring forward the end of December and I welcome any comments that the public would like to bring forward. So we're going to move forward. Steve, thank you and thank the public.

**XII. C. 2. Proposed Policy on Implementation of Water Stage Restrictions**

DR. WUST: Thank you, Mr. Chairman. This was another request by a Commissioner to look at the disparity in stage restrictions for water use and water conservation between what the City is currently implementing and the County is currently implementing. So you have in your packet there a summary that I'll review, a cover memo explaining the situation, a proposed policy from the Water Resources Department and an ordinance that allows the County Commission the authority to change restrictions, and just a couple of pieces of information on what the Stage 2 and Stage 3 restrictions are.

The best way I can summarize my research, in looking through this, it looked like at the time the Commission put in an ordinance that gave themselves the authority to change the stage restrictions with the utility but no one ever formalized a policy about how we go about changing them and when and where and why and things like that. So at the request of the Commission I've tried to put a policy in place. What I wanted to do on the policy is balance the current situation which we don't want if it's not reasonable, to have the County and the City in two different stages, but also address the concerns as expressed by a couple of Commissioners during the City/County water agreement discussions that the Commissioners were concerned that the City might change stages of restrictions. I think this came out of the shortage hearing discussion.

For policy reasons that may not have to do with water availability, but to be able to remain within the County Commission the authority to deal with our stages with our utility. We didn't want to keep it just simply whatever the City does, that's what we'll do, but we wanted to make sure that we addressed that if the City was changing their stages that the County should be paying attention to that. I will add to that that I was told by Galen Buhler, the water director for the City, that they are currently involved in totally revamping their whole stage levels and restrictions and actually getting away from numbers - as in the current proposal -- and going to colors and so we wanted to make sure the policy was robust enough that we could stay in tune

with that kind of thing and not be in conflict with it.

So what you have in front of you is the policy, and basically what the policy is saying is whenever the City changes its stage, the staff of the Water Resources Department will immediately schedule for the next County Commission meeting that's available to be on the agenda, to get on and discuss what's happened. We will evaluate those stage restrictions and we will present to the Commission a recommendation about whether it's reasonable that the County follow suit or give you the reasons we think the County should maintain its restrictions in spite of the City changing theirs. And that would be valid for either direction. If the City wanted to go from Stage 2 to Stage 3, or Stage 3 to Stage 2, we would implement the same process.

And that's what I'm putting in front of you today and as part of that, I'd like to request that we've already implemented this policy and that is examining the City's move from Stage 3 to Stage 2; we're still in Stage 3, and the Water Resources Department staff believes that it's reasonable for the County to follow suit and go to Stage 2 and this time.

CHAIRMAN ANAYA: Any questions?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Steve, you have pretty much this thing modeled after the City of Santa Fe. Does the City of Española have a water stage restriction policy?

DR. WUST: That, I don't know that, Commissioner Montoya. But I'll look.

COMMISSIONER MONTOYA: I would suggest that you look at that so we're not - and what about the City of Edgewood?

DR. WUST: I don't know about other municipalities or counties, actually. I haven't researched that.

COMMISSIONER MONTOYA: Other than the City of Santa Fe.

DR. WUST: But we will, and that's a good point because since the City's changing theirs we'll certainly want to change ours to try to be in conformance with the prevailing stage restrictions.

COMMISSIONER MONTOYA: Mr. Chairman, I would suggest that maybe we table this until we get that information. I don't feel like I have enough to move forward with this.

CHAIRMAN ANAYA: Okay, so there's a motion to table. Is there a second? I'll second it.

**The motion to table the water stage restrictions policy failed by a 2-3 voice vote with Commissioners Anaya and Montoya voting to table.**

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Dr. Wust you suggested that we are at Stage 3?  
Is that right?

DR. WUST: Yes.

COMMISSIONER CAMPOS: And the City went to 2, and we should go back to 2.

DR. WUST: Yes.

COMMISSIONER CAMPOS: What's your rationale for that?

DR. WUST: The rationale, Commissioner Campos, is really two-fold. The water supply, particularly with the City their service water supplies from the Santa Fe River –

COMMISSIONER CAMPOS: Are you talking about what? The 500 acre-foot agreement to provide us water?

DR. WUST: Mr. Chairman, Commissioner Campos, no, just the City supplies themselves. What they have.

COMMISSIONER CAMPOS: The well water, groundwater is about the same. It's not getting any better.

DR. WUST: The groundwater, from this year there's been a goodly amount of recharge but we're not going to see that immediately of course. But the biggest thing is the stage restrictions allow a little more usage. For example, I did have a call from a member of the public that suggested – actually I mentioned this in the rate discussion last time, that she can only water her garden once a week but she's really water conservative. She only uses I think less than 1500 gallons a month, which is a nice, low water use, and she'd like to be able to water them twice a week but she can't in Stage 3 restrictions. In Stage 2 that would release it a little bit to allow people a little more flexibility in their usage. And that was one of the other reasonings why Stage 2 would be a little more reasonable.

I believe in Stage 2 we still have the surcharge similar to Stage 3, and that's something that we're looking at as well as the City as they revamp their stage restrictions because of the inclining rate structure that the Commission just approved. It's a good consideration for the Commission to consider about whether we want to include that in stage restrictions or whether the stage restrictions would simply be usage like restrictions now.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN ANAYA: So, Steve, we're looking at two things now. You need two answers, right? You want to go from Stage 3 to Stage 2, so you need direction on that, correct?

DR. WUST: Mr. Chairman, that's correct.

CHAIRMAN ANAYA: What was the other one?

DR. WUST: The other one is just whether or not you're okay with the policy I presented. It's a departmental policy; it doesn't need a vote from the Commission, but if the Commission has some issues with it we'd be happy to modify it.

CHAIRMAN ANAYA: Let's start from the Stage 3 to 2. Is there a motion from the floor to move from Stage 3 to Stage 2?

COMMISSIONER SULLIVAN: Mr. Chairman, I would move to accept the staff's recommendation.

COMMISSIONER VIGIL: Second.

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

COMMISSIONER CAMPOS: Is this an action item?

**The motion to move from Stage 3 to Stage 2 passed by unanimous [5-0] voice vote.**

CHAIRMAN ANAYA: Now we're talking about your little policy here, right?

DR. WUST: Mr. Chairman, that's correct. It doesn't need a vote but I'd be interested if there was any input or comments or changes that the Commission would like to see.

COMMISSIONER MONTOYA: It doesn't need a vote?

DR. WUST: My understanding, Commissioner Montoya, is it's a departmental policy and we just said we're going to come in front of the Commission when this happens. So it's an action that the department has proposed to take under the circumstances. You could verify that with the County Manager or County Attorney but that's my understanding is that it's a departmental policy on how we act coming in front of the Commission.

COMMISSIONER SULLIVAN: Mr. Chairman, as I read the policy it indicates that whenever the City changes the stages that triggers the staff to come to the County for a discussion of whether we want to make the change. Or at any time the County Commission itself decides that it's time to make a change we also have that prerogative to bring it up. So my understanding for me is that the policy is that at no time does the staff make a change in stage without BCC approval.

DR. WUST: That's correct.

COMMISSIONER SULLIVAN: This is just how they come to the BCC and when they come to the BCC to request that approval. Is that correct?

DR. WUST: That's correct.

CHAIRMAN ANAYA: Was that your comment?

COMMISSIONER SULLIVAN: That was my comment.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: My comment is that I'm glad that you're actually formalizing some policies on this. I would just pay particular attention to not letting the City changing their water stages to be the triggering event for this, because I think we need to do some independent analysis, but your policy provides for that, so I'm okay with that.

CHAIRMAN ANAYA: So does this need to be voted on? I don't think so. So we can leave it like that. Go ahead, Steve.

MR. ROSS: Mr. Chairman, I suggest we turn this into a resolution and bring it back to you for your formal adoption.

CHAIRMAN ANAYA: Okay. And in the meantime maybe you can look at the two places that Commissioner Montoya recommended. Maybe they have some good ideas there.

DR. WUST: I will.

CHAIRMAN ANAYA: Thank you, Steve.

**XII. D. Matters from the County Manager**  
**1. Updates on Various Issues**

MR. GONZALEZ: Nothing at this point, Mr. Chairman, other than to say that those folks who come to Phil Trujillo's sort of retirement, going-away on Friday are invited to wear casual wear and I'll be wearing my Hawaiian shirt.

**XII. E. Matters from the County Attorney**

- 1. Executive session**
  - a. Discussion of pending or threatened litigation**
  - b. Limited personnel issues**
  - c. Discussion of possible purchase, acquisition or disposal of real property or water rights**

Commissioner Montoya moved to go into executive session pursuant to NMSA Section 10-15-1-H (7, 2, and 8) to discuss the matters delineated above. Commissioner Campos seconded the motion which passed upon unanimous roll call vote with Commissioners Campos, Montoya, Sullivan, Vigil and Anaya all voting in the affirmative.

[The Commission met in executive session from 5:45 to 6:35.]

Commissioner Campos moved to come out of executive session having discussed only pending or threatened litigation, and Commissioner Sullivan seconded. The motion passed by unanimous voice vote.

**XIII. Public Hearings**

**B. Land Use Department**

- 1. Ordinance 2005-\_\_ . An Ordinance Amending Article XIV, Traditional and Contemporary Community Zoning Districts, of the Santa Fe County Land Development Code, Ordinance 1996-10, as Amended, to Add a New Section 8, US 285 South Highway Corridor Zoning District (First Public Hearing)**  
*[Exhibit 5]*

MS. MCGOWAN: Mr. Chairman, Commissioners, tonight's the first public hearing on this proposed ordinance. We'll try and do our presentation as quickly as we can

because we know you have a long meeting, but we do want to go through the ordinance briefly, especially to point out those areas that are modifications from the adopted plan.

As you probably mostly recall, a year ago, almost to the day, you adopted the US 285 South Highway Corridor Plan, and also authorized us to move forward with the ordinance at that time. In the meantime we have worked on that. We have hired a consultant, Bob Odland, who we're very lucky to have. He's got quite a bit of experience to help us draft the ordinance and present it and we're here tonight for the first public hearing. We're hoping we can have the second public hearing at your meeting on August 9, which would be the hearing for adoption.

I want to make sure that we get into the record that this hearing has been noticed. There's been a work session and community forum out in the community. We noticed this hearing in the newspaper and we also sent notice to all the property owners within the corridor and within 100 feet of the corridor, and we will renotice again before the final hearing to make sure that we meet that statutory requirement. Copies of the ordinance have been available at the Quicksin, the Agora, and at the Vista Grande Public Library. They're on the County website and they've been available from Land Use.

The ordinance was reviewed by the US 285 Planning Committee and approved for conformance with the plan, except for the water supply section which we have just directed everyone to make their comments and forward them to the Board of County Commissioners for decision, because that was one of the areas which you said when you adopted the plan that you would revisit with the ordinance. And also because we probably would still be out there arguing about it and the Board's making the final decisions anyway. So we did put a source note in the draft for that reason, that we were not going to make changes to that draft but forward everything to the Board for a final decision.

This ordinance went to the CDRC for public hearing on June 16<sup>th</sup> and they heard public comment and made a recommendation to the Board to approve the ordinance with some amendments that the staff had proposed with a friendly amendment that the Yaegers, who run a sweater shop that's located off Old Las Vegas Highway immediately adjacent to the site of the Arroyo Hondo Fire Station, that they receive consideration in the future on their zoning status, and they also recommended some amendments to the water supply section. The amendments they recommended were basically to keep subsection A, with the addition of language: "provided that adequate water and water line capacity to serve the development" and then delete subsections B, C, D, and E. That was their recommendation and the minutes were in your packet if you care to look at the logic they had for doing that.

So in your packet is once again a list of proposed amendments to the draft. We're trying to keep the draft so we don't have various editions of it floating around and then compiling the amendments. So there are proposed changes to the draft recommended by County staff and the consultant. Their date at the bottom is 7/1/2005 and those amendments are basically to remove all the notes to the reader that we put in the review draft that would be just direction for the reader to help you get through the review. They're not really part of the ordinance. We want to make sure that the map matches the text in the draft that describes it. This large scale map over here does match that now. It has a dashed line instead of little speckles on the eligible

properties.

We had, after the review draft was out and we came up with a public hearing draft, there were still complaints that the section on signs was not clear, so there's language in there to clarify that plus revisions to one of the drawings to clarify that. The other proposed amendments are one on the third page, which is to be very specific about the location for the specific area at the transfer station road which might be rezoned to neighborhood mixed use. That limits it to three acres and makes very clear its physical location, which was requested by that neighborhood. The County Attorney has included on his redrafting of the water supply section with clarifications that he feels are important. So with that, I'd like to go right into our presentation of the ordinance itself and we'll get on with the public hearing.

CHAIRMAN ANAYA: Go ahead.

MS. MCGOWAN: Very briefly, the point of the ordinance is to implement the adopted US 285 Highway South Corridor Plan. The whole project was initiated in December of 1999 and the committee was put together in early 2000 and they met a lot. They're very tired. They came up with numerous drafts, culminating in the final one that was adopted. There was a lot of community meetings, over 61 community meetings in that whole process and as you know the plan was controversial at the end but the Board made its decision and adopted the plan on July 13, 2004.

When we adopted the plan a year ago there were some amendments that were made in that final hearing that were just presented in that final hearing and the Board at that time said that you might revisit those amendments in the ordinance process. I have a list of those amendments; there were five of them. They seem pretty straightforward and I don't think there's been any controversy over any of them. The water supply section was one of those amendments. The ordinance, we began with a contract which you approved in February of 2005 to hire Bob Odland to draft the ordinance and help us do the presentation. We had two planning committee meetings with the US 285 Highway South Corridor Planning Committee to look at the draft and they made their recommendations for changes. That was incorporated into a review draft. And then on May 31<sup>st</sup> we had a public workshop out at the Eldorado Elementary School and got some comments from that meeting and some subsequent letters and we tried to incorporate those changes into the public hearing draft. So this is the third draft of the ordinance that's before you.

The corridor planning committee consisted of representatives of the developments in the neighborhoods up and down the corridor. We tried to get a representative from every one. Some people did not participate or participated a while and then left or came in late and some areas just chose not to participate. They were instrumental in developing the corridor plan but they have just served as a review body on the ordinance itself.

The map was one of the things we need to be really clear about and if you look at the paper one or the one up here. How we've devised the ordinance is to create the yellow area as the 285 South Highway Corridor District. So the use table and the standards apply within that whole district, but there are specific standards that then in addition apply to the two types of mixed-use zoning districts that were developed. And this was part of the plan. This is not

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anything new. We came up with a village mixed-use zoning district, and there's only one of those designated here, at the intersection of Colina Drive and Vista Grande and 285, and then the neighborhood mixed-use district which is applied to smaller scale areas along the corridor. Those are the Spur Ranch Crossroads, the Community Facilities Crossroads, Alma Drive Crossroads and the Entryway Crossroads, and then on the other side of I-25 is the San Sebastian-Old Las Vegas Highway buffer.

What the ordinance will do, and we probably for the final adoption will need some very clear language, which I'm going to rely on the attorney to tell me it's clear. We will have to make clear that we are removing the other nodes from this area and that these are the properties then that will be eligible for commercial use and not the hypothetical circular nodes which is really clear in the final thing. For illustration purposes this map also shows the hydrologic zones in the area. So we're not rezoning these areas but since the use table mentions those we wanted people to understand where those hydrologic zones cross and interact with the highway corridor.

Now, I'm going to turn it over to Bob Odland to do the presentation on the draft itself.

BOB ODLAND: Thank you, Judy, Mr. Chairman and Commissioners. My name is Bob Odland and I will go through my portion of this quite rapidly and if you have any questions you can either stop me or ask me afterwards because I do know again that you have a lot of items on your agenda.

Significant points I wanted to make. The relation of the development toward rewrite. I need not tell you that the County is already undergoing a revision to its development code Countywide, and so part of the way we designed this was to take a look at that draft as it now exists and to make this easy to fit into that so a minimum amount of work would be required to take this draft and insert it into the Countywide development code. It represented some problems because there are cross-references and things like that, because obviously, the draft of the Countywide development code has not been adopted yet. Second, I wanted to make it clear that the guidance I got was that we were to base the regulations on the adopted plan. We weren't going to try to reinvent the wheel, with the exception of a few things that Judy had mentioned that were reserved for further discussion.

It was necessary in several cases to make refinements. That's always necessary when you do a zoning ordinance. You have to get a little more specific and refine things, and in several cases we did make modifications and as I go through this that's the main thing I'm going to show you is what changes we did make from the adopted plan so you're very clear on what we're doing.

I'm not going to go through every one of these sections individually, 8.1, 8.2, 8.3, 4 and 5 and so forth. Applicability, kind of the - I hate to say, boilerplate. More than that, the policies and purpose, for example do come out of the plan. 8.5, Subdistricts, Judy did mention this but the zoning ordinance has two types of mixed-use districts for the crossroads area and three residential districts which are based on the hydrological zoning districts that are already in place. They are modifications of those.

The use of this particular slide is mostly for people who are not familiar with the



development code rewrite in general. I point out that we do show the uses in a use table. We have three types of uses depending on who approves the uses. We have divided the uses into categories. Instead of having long lists. The right column of the use table has cross-references to use standards. On the next one we include an example of this and presumably, this is what the use table will look like in your development code for the County when it is adopted so we can just slide these things easily into that.

In some cases we had to make what I would call a refinement of uses because the plan didn't get into things like churches, for example, which of course now are protected by federal law. It's factored in that they cannot be discriminated against. They have to be treated the same as similar type uses.

The next section is the density standards and again, this is the same that you will see in other zoning districts in your comprehensive development code. With perhaps one exception, we do have in some cases both minimum and maximum setbacks. And the idea there is to have minimum setbacks to bring some of the buildings closer to the sidewalk so that makes a more pedestrian-oriented environment.

Design standards, on page 8, Section 8.8, a couple things I'd like to point out that are refinements or modifications to the plan. We did insert a section that says if you cannot comply with the setbacks from Highway 285 then there's a provision that you can develop your parcel. The purpose of this is to prevent a taking of someone's parcel. We did revise the system for designating steep slopes and ridges. There was general consensus among the committee and ourselves that the system set forth in the plan simply was not workable, so we came up with a new way of doing that, which the committee unanimously agreed to. And we have a swell provision for lighting and outdoor art. Someone wanted to make sure that they could do that.

Section 8.9 are the district standards for the residential districts. Section 8.10 are the standards for the mixed-use districts. We link those to the zoning maps and I won't go through this. We have supplemental use standards, supplemental regulations. These are modifications and refinements to the plan. We did add a section on home businesses. We felt that was important because that really wasn't adequately addressed - it was addressed only very vaguely in the plan. We did add provisions on what does it mean to have a mix of uses. We had a couple of standards in there to ensure that most of the development is in fact mixed use. We clarified building and roof surface colors and materials. Again, all of these so far were agreed to by the committee.

The water supply and use, we made some changes to that but basically it's as it was written and as Judy said, that's an issue to be discussed by your group this evening and when it's adopted.

Landscaping maintenance we included because one of the issues of mixed use is who maintains the common landscaping, and we have several other provisions. One is mixed-use building. A new section that we wrote based on experience that I've had in other communities on how you make residential and non-residential uses compatible, and finally clarification of pedestrian circulation.

On the village mixed-use subdistrict we have no refinements and modifications. And

finally, we have five subdistricts. They are outlined on the map. We did make a slight modification in the San Sebastian-Old Las Vegas Highway area to allow development in certain areas. The County could approve development that's a little bit in an area that's not specified in the plan if the development would respect the existing topography better.

The Community Facilities Crossroads was somewhat controversial, whether it was really a crossroads. We felt that based on the plan, the plan was ambiguous, that it should be a crossroads. This is the only one of these that I think that there was some perhaps not unanimous agreement on the committee members. I know there is a letter in your packet objecting to this being a crossroads. I believe that objection was removed with the amendment that we made to finding exactly where the development could go but I didn't write that and I'm not sure if the person who wrote that comment to you is here. But I think that comment had gone away. So I think there is agreement on the committee that that is an acceptable approach.

And finally we have the normal severability and the map provisions. That basically in a nutshell is what the ordinance is. I know that's a real fast run-through and I would be glad, I'm sure Judy and I would be glad to answer any questions on what we did or why we did it. So we're here at your disposal. Thank you very much.

CHAIRMAN ANAYA: Thank you, Robert. Are there any questions of Robert? Okay, this is a public hearing. Is there anybody in the audience that would like to come forward and speak on this particular case. Go ahead and come forward, sir.

MICHAEL SCOTT: Mr. Chairman, Commissioners, my name is Michael Scott. I'm at 20 Spur Ranch Road. Why I'm here tonight is to point out a disagreement with the master plan, 285 Corridor. We have a - you may note in the packet I gave you, brochure, the community which we live in. [Exhibit 6] Now, when this master plan was created let's say three years ago or actually five years ago, we were kind of out of the loop. We're just kind of coming into this scenario at the tail end of it, obviously. But I will point out to you that we are not unaware of it and what I want to speak on tonight, specifically is this little area right here. You see an X at the Spur Ranch Crossroads and you see on page 2 the number of houses that have been created there, high-end house, over the course of the last three years.

You'll note the houses with blue with green border, four years ago those were the only houses that existed on the hill at Spur Ranch Road. Now you see 11 homes ranging from probably \$800,000 to \$2 million that have been built in the last three years. And we have now a community. There are two other homes designated in green which are in the planning stages that are also neighbors. What we're opposed to is this particular site for mixed use. We have a neighborhood community where we have spent a lot of money and a lot of time developing in the last three years. We were not included in the development process of the corridor. I might add that we never even received a letter noting this particular hearing. I got this from a friend of mine, a neighbor, George Fisher and he said you better speak up. They're about ready to rezone the corridor down there for commercial.

So we're here tonight to ask you to review, obviously, in this packet the substance of the homes and the community that we have put together and that we feel that developing mixed use on any level would be counterproductive to what we've already started. I'll turn it over to

my neighbor, Jeff Anderson.

JEFF ANDERSON: Thank you very much, Commissioners. My name is Jeff Anderson and I have a home at 18 Spur Ranch Road. I'm actually on vacation. I live in Cincinnati, Ohio. I've just completed a home, as I say, at 18 Spur Ranch Road. It's on 12.5 acres. I'm one of 13 homes that have been built on I think about 176 acres for 13 homes. I was not aware of the corridor study in any way, shape, or form and when I first saw this I realize that my house actually sits within the yellow lines shown on the zoning map.

At the same time I have to say - as I say, I live in Cincinnati, Ohio and I served for five years on the largest township and was chairman of the corridor study group to plan ahead for the development of one of the larger communities in Cincinnati. And like all corridor plans, of course, they're supposed to maintain some kind of flexibility, and the idea of a corridor plan is to preserve the character of the area. I've made a couple simple notes because as I tried to read through the 200-page plan and pick out certain things - like I say, being involved with this for as many years as I've had, basically I believe in corridor plans, needless to say. I think when you have a large area of land that needs to have smart growth that you need to have a plan for that development.

Basically, in simple terms, a corridor plan is to make sure that vacant land is developed in a smart-growth manner that preserves the value and environment of the area and yet provides basic services for the future growth of the area. To be honest with you, at the same time, as I say I served on the corridor plan, I'm also a real estate developer. I've developed about \$200 million worth of retail space per year and as I stood on my property and was told that it was residential in character and the lots were 12.5 acres and that's the reason I invested the kind of money that I invested into the area, I think it was pretty obvious that there was no need for any kind of retail, mixed-use development at this location. I mean the character of the neighborhood is one of strictly high-end residential.

I think that the thing that we have been able to do is we have been able to take an area that probably three or five years ago had no development on it whatsoever and developed homes on 12.5-acre lots and elevate the values of the neighborhood. I know that every piece of property that sells in the area goes up in value and I'm sure it's because of the character and the quality of what's been built. And I think that to designate a mixed use on a small entrance, which is the main visual to the area is not in keeping with what a sound corridor study should represent. We are three minutes away from the retail corridor where the shopping area was designated, where there is already existing retail that has proved to be the center for that development and any type of - any time you're developing retail development or mixed use, it should be in coordination and add to the areas that are already being used for that use. In other words to spread out a retail area would make no sense and in fact would take away from hopefully, what's going to be the core center of that area because it's already existing.

I just believe, and I know that the 13 residents that are in our neighborhood believe the same thing that to take a small piece of ground that is the entrance to our community and let it sit out there as a potential retail development or mixed-use development probably takes away from the characters of the homes that are going to be built there in the future and makes people

very leery of spending the kind of money that we've already spent and hopefully you'll see or the corridor people will realize that the character of this neighborhood has grown quickly in the last three to five years while this study was being done, and that character is not a mixed-use or retail development. And we'd like that particular piece of property to be taken out of it and allow the retail or any kind of mixed-use development to be where it should be and that's where it's been designated as the Village Crossroads.

That's basically what I have to say and I'd be glad to answer any questions but as I say, I also sign probably 200 leases a year with retail tenants and there is no demand - there will be no demand for a retail development at this location. As I say, I think it's a big negative for future people to look at this and think that something could happen beyond the enhancement that we have already presented there and that's high-end residential homes. Thank you very much.

CHAIRMAN ANAYA: Thank you, Jeff. Come on up.

PAT COUGHLIN: Mr. Chairman, Commissioners, Pat Coughlin. I was here earlier speaking on another matter. There are some misconceptions that were put forward by this gentleman from Cincinnati. He doesn't understand the full picture, I don't think, in terms of what the development plan is out there. Number one, that's a ten-acre parcel of property that all agreed to reroute the road on initially back in 1995 and that was in order to - there's a little bit of a designation on that map that you have to look very closely to see. You wouldn't see it from there.

It shows here Spur Ranch Road coming in from Tierra Colinas, which is a crossroads, which I initially developed as well, that whole Tierra Colinas Subdivision. Coming up Spur Ranch Road towards 285, you'll see that there is a radical curve that takes place on Spur Ranch Road that comes out to meet directly across the street from the Old Ranch Road to form that intersection. Originally, it went straight out to 285. All right? Now, I was approached in 1995 by the Highway Department and the County of Santa Fe. Corky Ojinaga, I believe was the Land Use Administrator at that point. And they asked if I would move that road from what was then its current location 700 south in order to facilitate the safety aspects.

CHAIRMAN ANAYA: Seven hundred feet north?

MR. COUGHLIN: North, on 285. There was a real problem with the line of sight distance coming over that hill and trucks come over there at 50, 55 miles an hour and there had been several major accidents. A couple fatalities, actually, as I recall, from people coming out that Spur Ranch Road and not having the clear vision that they needed in order to safely get out on the highway heading north. I agreed to do that and one of the things that they agreed to do with me was that as such time as there was opportunity to utilize that property in either a high-density, mixed-residential use or a commercial use, low density commercial use I might add - being a developer you can appreciate that, I'm sure.

Low density residential use is compatible to an area like this. It would have to be selective which I would want to do anyway. I plan to build a house up there myself. Just for your information, Commissioners, I also have 36 lots right on Spur Ranch Road. I know this area very well, by the way. I sold most of these lots upon which these houses originally sit in

their original configuration. I was one of the original brokers in this area. I have 36 lots here that at some point will be developed here in the future. I plan to build a house there myself.

I plan to also perhaps as an alternative have a house on the southern side of the Spur Ranch Road as it comes out right now. The thing I would say to the concern about there being the placement of a commercial piece of property, what would be considered a node at that point, is that there's going to be a lot of traffic coming in from Highway 285 onto Spur Ranch Road and vice versa as the years go on. There's a tremendous amount of land back there that will be developed into residential lots. I certainly am not planning to develop anything commercially at this point, but I just want clearance so that at some point in the future we can work with that property in such a way that was promised us by the County back then when we made that very good faith move to facilitate safety in that regard.

So I think as we're looking at the property right now, there may be a select few very high-end homes there, and there are. I would admit to that certainly. But that's going to be, not a high-end area exclusively like across the road. There will be a lot of different levels of economies of housing going on down that road. And I think there will be the need at some point down the road for some commercial mixed-use development there. I'd be very willing to work with the neighbors. I'm going to be one myself. In order to facilitate the use of the property. I don't have any problem with working with neighborhood groups. I do it very often. So we'll all bring good faith on this.

CHAIRMAN ANAYA: Thank you. Ma'am.

DARLENE ANDERSON: Mr. Chairman and Commissioners, my name is Darlene Anderson and my husband spoke before and I'm at 18 Spur Ranch Road. What I want to address is density issues. And if you would go to Section 8.12 and what you have which is the Bob Robert Odland consulting, I'd like to read through the five areas that you have in front of you. At San Sebastian-Old Las Vegas Highway, which is close to 285 and is close to 25 there, it says that you could not exceed 52,000 square feet on ten acres. That area is closer to I-25. At the Entryway Crossroads that you have listed, which is number D, Section 8.12, you have 172,000 to not exceed on 20 acres. Alma Drive Crossroads, which is also closer to I-25 you do not have more than 20,000 square feet. I'd like to note that.

On the Spur Ranch Crossroads, which is now 3.5 miles from I-25, which everybody who has done any kind of development knows, most of your development goes towards the expressways, we now have 87,000 square feet on ten acres. That's more intense and more dense than anything else you have. Thank you very much and I'd like to also note this: Even in your own corridor study, on page 185, that was put out in July 2004 you state that the parcel on the south side of Spur Ranch Road, approximately six miles, is not visible from US 285 South and has potential to rain and drainage problems at its corner with US 285 South. It may be more suited to residential development built carefully to fit the terrain. The four-acre parcel north of Spur Ranch Road is more visible.

I'd like to then go back to your ordinances that say that on any lot size, you cannot develop more than 20 percent of the land with your square footage. That means that even if you did the 87,000 square feet it would drop down to 27,000 square feet. Thank you very much.

CHAIRMAN ANAYA: Thank you, Mrs. Anderson. Pat, I'm not going to allow a debate back and forward. Go ahead and come forward, sir.

ALLEN YAEGER: Mr. Chairman, Commissioner, Allan Yaeger. This is Rose Yaeger, my mom. My dad, Richard Yaeger couldn't be here. We are no the property on the Old Las Vegas Highway. We have the Yaeger Knitting Mill and we submitted a letter to you all through Judy, in case you need to refer to that as well. My parents bought the property in 1966.

ROSE YAEGER: It was 8/30/66.

MR. YAEGER: So we bought it with the intention of bringing the Yaeger business to a new property, so in the covenant, it lists the property as commercial property. Several years later - it was originally recorded right away. So what happened was a few years later it was recorded and sealed with the County. Right now the plan lists us as non-conforming in Ranchos Escondidos. There as no Ranchos Escondidos, no representatives in this plan. And we didn't know about the plan ourselves, so we really didn't a chance to participate.

Basically we are here to ask that we continue to be considered under the commercial property which we've been running and paying taxes on.

MS. YAEGER: We have a separate home from the business and we have a small factory. We brought it here. We didn't start it here.

MR. YAEGER: The property doesn't have any frontage to 285 either, so it's not really conducive to the plan in my thinking because typically, the traffic would go towards Santa Fe and in our case you have to go away from Santa Fe. Again, we have been paying taxes on commercial property and we discussed this with Brian Baca, Benito Martinez, the tax assessors. Also, Philip Trujillo, the County Treasurer, and they agreed that they recognize the property as being commercial. It was my understanding that Judy said that the land was rezoned in 1980, which we were not made aware of. Again, we've been trying to be legal and run it right. Our business is a small factory as my mother said. It's not really a home business.

MS. YAEGER: It's a clean industry. It doesn't use no water.

MR. YAEGER: The machinery, it's half the weight of a car. This is not a home business that people think of that we're knitting by hand.

CHAIRMAN ANAYA: It's not? I thought it was.

MS. YAEGER: We're a small industry. That's why we want to make sure [inaudible]. We have it in writing. We pay the taxes and it says commercial.

MR. YAEGER: And being that we're placed where we're at, it's just really not conducive to be residential we're on a corner lot. We're surrounded by three highways. We have so much industry, even our neighbor has the well placed there. He's got big equipment there even though he's not really running it that way. But anyway, basically we're here to ask you that we be zoned commercial for our property for which we've been paying the taxes on all these years as our covenant says.

CHAIRMAN ANAYA: Okay. Thank you.

MR. YAEGER: Thank you, Mr. Chairman, Commissioners.

CHAIRMAN ANAYA: Thank you. Anybody else? Come forward sir. And Judy, you're going to take care of that? Or you're going to address the Yaegers? I believe you

already addressed it to me, that everything is okay.

MS. MCGOWAN: Well, Chairman Anaya and Commissioners, there are some options that could be looked at and I guess the staff would like direction as to which one we should adopt as an amendment. I can explain those now or later.

CHAIRMAN ANAYA: We'll do it later. Just like what they said. They've been operating since 1966 commercial. Let's look at their issues. Go ahead sir.

JOHN MARTIN: Mr. Chairman, Commissioners, good evening. My name is John Martin. I'm an attorney here in Santa Fe and I've been working in real estate and local land use for about the past 25 years. I was formerly general counsel to the Fairfax County Redevelopment Authority in Virginia and have worked in both private and public development. I know that you have a busy schedule tonight and I'm here to very quickly mention a couple of issues regarding what my clients here in Santa Fe are affected by this ordinance, Dean and Cynthia Alexis and the Dean and Cynthia Alexis Trust. They own a piece of commercial property that fronts 285 right in the Village Crossroads area. Recently, just behind that they also bought two tracts of land totaling 24 acres for their own home and residential purposes. So now they're invested in approximately 35 acres in this area, up close to where the Chevron station is. And while they have no present plan for development at the 12-acre residential site along 285 their concern is a concern that I think many people who own commercial property have which is the extent to which the commercial rights, the water rights, etc. will remain intact should they decide in the future to proceed on a course of development although they don't at the present time have one per se.

So that being said I just wanted to mention a couple of things. First of all, we noticed, and I'm sorry to say I have not seen copies of these personally, but apparently there was a draft public hearing document, one done in late may and one done in early June, and my understanding is that there was a significant curtailment of uses, many were even deleted between those two documents. And that's an issue that I hope that we can reconsider in our discussions with staff. One of the other issues is that there is a requirement involving this so-called center street median lane that may be required to be up to 35 feet, depending on the size of the development. There's a mention of deciduous trees which are not native and highly water intensive and so forth and this is something else that would impact my clients directly, depending on what kind of development they ultimately engaged in.

Thirdly, on this issue of the possible Route 285 deceleration lane that's been proposed, my understanding is that a deceleration lane is proposed or is approved and that has something to do with the input of the New Mexico State Highway Department or one of the transportation divisions. What that does is it creates or eliminates a so-called right exit access for the Alexises and it also eliminates emergency vehicle access from 285 without going up and coming back.

Finally, and I think most importantly, and this is an issue I'm sure that you've heard many, many times is the requirement and the idea that in order to gain commercial development rights as a quid pro quo for getting development permits, there's going to be a certain level of requirement to hook up to the Eldorado water supply. In the case of my particular clients who have a well, spent \$80,000 to drill it, have sufficient water, I think we only ask that it be

considered carefully in the sense that if a proposed development has water or can get water and can do so without being required to marry up with the Eldorado system permanently, I think that's something that needs to be looked at very carefully.

My clients in particular are owners who in a sense – I don't want to say are singled out, but are certainly affected dramatically by some of these provisions. Again, they have no immediate plans but we certainly don't want to see a situation regarding either what I've traditionally called the down-zoning, a loss of rights, a loss of water rights that could be construed or be a de facto taking if you will.

In conclusion I think the ordinance is a very fine quality piece of work. I would like to thank the County and staff for the work they've done and I certainly hope that you will continue to encourage the kind of participative, non-contentious process that at least I've seen in my experience so that this plan will ultimately render something that works for everyone. If I may I'd like to just give you before I leave a small memo that I've prepared that's basically a bullet presentation of what I said. *[Exhibit 7]* Thank you.

CHAIRMAN ANAYA: Thank you, John. And you can hand that to us. Go ahead and come up, ma'am.

FRAN HARDY: My name is Fran Hardy and I live in the Art Barn. The first thing, with all due respect to Judy and whoever sent out the notices, I don't think anybody but me in the Art Barn has received a noticed. I was surprised at how small the attendance was here today and I guess we are actually in the corridor but the people right outside of the corridor and they're all impacted by these ordinances, obviously.

The biggest concern I have, I was looking through some of the allowances even in residential districts, we just had a huge dressage barn, we're assuming that's what it's for, built in a residential, agricultural zoning, right across the street from the Art Barn. It's at least as big as a Walmart. It has to be at least 300 feet long. I'm told it's the largest footprint in the county. We're concerned about the water usage but also it looks like an industrial complex and this was allowed in a residential/agricultural zoning. So I'm very concerned about looking at these plans about what is being allowed in different places and what it's going to look like. I know that this building is here now and there's not much we can do about it but they were blasting lights all night, which we called the County about, but it just isn't in keeping.

There's a lot of horse barns in the area; we have no problem with that but this, as I say is at least as big as a Walmart and it's just not in keeping with the community character that I think the County wants to be building. And I'm looking at some of the special uses and things that are allowed under mixed use and wondering about those because if this is what's allowed in a residential/agricultural zoning, what other things are labeled, as in P and C but people that live in the community are going to find are not part of the community character we want to create.

I also would like to know who – I don't want to take time with all the nit-picky little things, but I have a lot of little nit-picky questions. Who should those be addressed to? Like about what the water usage is going to be and things like roof colors and all kinds of things. Who would one talk to and get answers on that?



CHAIRMAN ANAYA: Are you talking about the barn or the commercial?

MS. HARDY: The corridor plan.

CHAIRMAN ANAYA: You can talk to staff. They'll let you know.

MS. HARDY: So that would be Judy, then?

CHAIRMAN ANAYA: Thank you, Fran. Anybody else? Come on up? A few more people and that's it. We're going to close it.

KATHY PILNOCK: Mr. Chairman, Commissioners, my name is Kathy Pilnock from Lamy. I just have one question about in the water part. When they are talking about wells, are they non-domestic wells? And I don't quite understand what that means, because my understanding was that the Galisteo Basin was closed by the State Engineer in 1971 and that only domestic wells would be permitted to be drilled in that area. So I wondered if anybody could answer that question for me. Or maybe you could have till the next meeting.

CHAIRMAN ANAYA: Steve, why don't you write that down and we'll address it.

MS. PILNOCK: Okay, and my understanding too was that one time the Legal Tender Restaurant was hooked up to a domestic well in Lamy and we thought that wouldn't be permitted because it's commercial development hooked up to a commercial well but we were told by the State Engineer that if you were using the water for washing dishes and flushing toilets then it's considered a domestic use of the water. So that's just my one question.

And I just have another comment. The first couple of speakers, I didn't realize that living in a \$2 million home somehow should protect you from the impact of non-residential development. So I would hope that this Commission would give as much consideration to people living in \$50,000 as they do the more expensive ones. Thank you.

CHAIRMAN ANAYA: Thank you. Okay, one more person. Come on up.

FREMONT ELLIS: I'm Freemont Ellis at San Sebastian Ranch, for the record. Mr. Chairman, Commissioners, I'm assuming you want me to try to make this as brief as possible.

CHAIRMAN ANAYA: Yes. Very brief.

MR. ELLIS: So I'll try to do that. I believe in your packet you'll see a handwritten noted dated June 6<sup>th</sup> of this year regarding the issue on the water supply and use amendments in the draft under Section E that came forward from the CDRC meeting on June 16<sup>th</sup> of this year. I believe, I hope you have in your packet the minutes from that June 16<sup>th</sup> CDRC meeting as well because those are very pertinent regarding all the CDRC board members and what they had to say about this water use section in here under Section E, paragraphs A through G. G has been stricken out now in this particular draft.

I still hold to the comments that I made in your packet on my handwritten note of June 6, 2005. I think nearly 99 percent of the language in all of the paragraphs from paragraphs B through G are highly inappropriate and insufficient and quite frankly, I think considering the County Code rewrite which has been in the process for 18 months and I believe you hopefully expect it to be completed later on this year. I would imagine that issues like those that are discussed in paragraphs B through G could be resolved essentially in the County Code rewrite

because this plan is not designed to be rewriting the County Code for water use, just based on the idea that this is one little section of the entire county.

So I think it would make more sense for the County Code rewrite to resolve issues like this that are brought forth in these paragraphs B through G. Paragraph A, I still disagree with the 300-foot requirement. In the BCC meeting we had last year you guys agreed that you would include language about 300 foot hook-up to EDU or Eldorado Water and Sanitation District or any successor, and I don't see that that's really appropriate either, because I think quite frankly the EAWSD is really just looking for other customers to help pay for their system, which they're already having to pay \$15 million for and originally they could have bought it for \$2.5 or \$3 million.

So I think Paragraph A is still inappropriate as well even though you guys agreed to it. My understanding in that last BCC meeting on the corridor plan was that that was the only paragraph that you were requesting being put in the plan now, and yet we've got paragraphs B through G. So regarding those things I think that's very important and also on page 8 of the draft, today's public hearing draft, Article VII, Section 6 about water supply is mentioned and frankly I think between the State Engineer and all the County Codes current and those coming up with the County Code rewrite should be sufficient to resolve any kind of problems like this. Otherwise we get into issues where the Eldorado Water and Sanitation District is protected more than anybody else.

If you look at Paragraph E, there's a sentence there that says only an applicant whose well does not impact EAWSD or any other water user. Well, obviously, anybody who sinks a well anywhere in the southwest, unless you're 500 miles from anybody else, you're going to affect the water table. So are we talking adverse effect and impact, or are we talking just impact? So that's an example of one of the reasons why this is so inappropriate.

And then regarding one of the previous people, one of the previous speakers was concerned about deciduous trees and so forth. There is a plant list in the back of the plan that specifically dictates the kinds of plants to use for landscaping, etc. and our understanding as we put all of this stuff together was that they were low water use plants and specifically designed for that.

In regard to the Yaegers, I'm glad that you're considering their position on trying to straighten out the commercial zoning on their property. I'm sure in the plan as it stands now it looks like they might only have the capacity to expand another 800 feet, which I would imagine would be insufficient in the future. Eight hundred square feet is not really very much, especially if at a later date Allen Yaeger has changed the business into something else. Theirs is still a very low impact business. It's still a very low impact zoning for commercial use, etc. So I'm glad you're considering that. Thank you.

CHAIRMAN ANAYA: Thank you, Freemont. Okay. Nobody else wants to speak, I don't think. The public hearing is closed. Judy, you've heard from the public. I'm sure you were writing down their concerns. You're going to address those, or how are you going to do it? Real brief.

MS. MCGOWAN: Real brief. Briefly, I think some of them are questions that

can be addressed easily. Others, I think the consultant, the attorney and I would like some direction from the Board on how to deal with those issues, whether you do it tonight or at the next meeting. We'd be able to prepare better if we knew tonight.

CHAIRMAN ANAYA: In terms of commercial development?

MS. MCGOWAN: In terms of the Yaegers' request for one and I think some of the others are just yes-no decisions on your part which you'll make when you make the final decision. If you're going to direct staff to make any changes on water I guess that can happen now or before the final hearing.

CHAIRMAN ANAYA: Okay, how does the Commission feel? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I just wanted to point out there was a draft that was handed out to you which is a little bit different, a little clearer than the one that was in your packet with regard to water supply and we'll have a time, I think, to look at that. I think that water provisions, some of which are currently in the moratorium, but basically require that and provide actually more flexibility than exists now to develop. It allows the domestic wells to be used for single family homes. It allows water to be transferred and a landowner to drill their own well if they can't be served by the Eldorado Water and Sanitation District. Then if they can in the future, then to transfer those water rights to them. I think this is important language because if we are going to talk about removing the moratorium at some point next year, based on our discussions earlier this evening, we need to have this back-up language in place.

It was discussed with the Eldorado Water and Sanitation District people. They're still developing some of their own policies, but these are County policies and not in any way meant to affect the Eldorado Water and Sanitation District. Some people have argued or mentioned that this is a land use plan and we shouldn't have any water provisions in it. We should just have land use provisions in it, but of course the Community College District Plan is a land use plan too and it has much of the same provisions in it. It requires a hook-up I think if you're within 200 feet instead of 300 feet. It disallows any wells whatsoever in the Community College District unless you're in what's called a ranch area, something in the far southern portions of the district which are a long way from development.

Those provisions are key to maintaining orderly development in the Community College District and applicants know ahead of time what the requirements of water are. If we don't have some provisions in there we'll just be going back to the days of drilling random wells and the impact on the aquifer would never be offset by any water rights. So if you have questions about these issues, I think Mr. Ross who worked on the language would be able to answer them. It's very specific, clearly worded language, which as I said does give a little more flexibility for people in the area who can't be served by the Eldorado Water and Sanitation District at this time to be able to move forward with their development so there's no taking issues.

But rather than debate it at this point I would just suggest that everybody look at it and comment on it and tell Mr. Ross or me what you do like and what you don't like and we can work on it.

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

COMMISSIONER VIGIL: Mr. Chairman, Judy, thanks for bringing this forward. It's something that I know has been long and hard worked at. I guess I really want to thank the Yaegers for coming forth with their issue because one of the problems that we as a Commission have had with regard to legal non-conforming uses, and one case in particular comes to mind on I-25 and part of the problem that we had with that case is it was historically used as a commercial piece of property and somebody purchased it with that knowledge and wanted to move forward continuing with a commercial but then there was a break in time and that impacts whether or not we can move forward on a commercial area. The problem I had with it is the corridor plan for I-25 didn't address it. They just sort of bypassed it.

I think this is a good opportunity for us to address those issues and I think I am open to looking at grandfathering in the businesses that have been established, and also looking at when those businesses turn over, when the property actually turns over. I think we need to explore the possibilities and provide specific direction for what is going to happen at that point in time. I think that would really nail in a better corridor plan for this.

With regard to the notice that I've heard, and I know this is an age-old problem when it comes to planning because the County does provide as much notice as possible. We publish, we send letters, that kind of thing. It seems like towards the end of a planning process when in fact the Board of County Commission is wanting to see a consensus within their community we hear the We didn't know about this plan. Could you just for the record tell us what you did do for notice?

MS. MCGOWAN: Well, there were two stages of course, but there were a number of public meetings over the five-year period. We noticed individual property owners before the adoption of the plan, which was over-noticing; it wasn't required, but we felt that people don't look at the newspaper. We should do that. And of course we used the latest records we have in the Assessor's Office for that notice. For this meeting tonight, or for this whole process, we noticed in paper. We also noticed individual property owners in the district and within 100 feet of the district, and we'll do that again. We have to use the addresses we have. I even went - it took me six hours. I went through the phone book and the USPS postal site to correct addresses in the Assessor's files because the zip codes are not correct. And I could tell just by looking at them that they weren't.

So we spent quite a bit of time but the problem is that it's up to property owners to make sure their addresses are correct in the Assessor's records. Sometimes sales don't get recorded for quite a while after they've happened so we miss those people too. But we do the best we can with the records we have.

COMMISSIONER VIGIL: Judy, this is the first public hearing on this and certainly, it's happened before, that we'll have residents come out after the Board of County Commission has actually taken action and say we didn't know about it. Is there something we can step up on getting notice out. Could we do some community announcements? Could we put something up in the Village shopping center there? Could we do just a little bit more to get the

word out and I know through word of mouth many of the people that are here will circulate it, but as much as we can do to get the word out. I guess the second public hearing is when we'll be taking action. I want to just assure residents that we're doing as much as we possibly can to get the word out.

MS. MCGOWAN: We can. We did put posters up for the community forum out there, which was not well attended and we also put display ads in the paper. We can do some more posters. The ordinances have been available in the community as well as on the website and I noticed that the website had been used because the map was downloaded and printed.

COMMISSIONER VIGIL: Do you do something in the *Eldorado Sun*?

MS. MCGOWAN: We can look at that. The problem with the is it's a once a month publication and usually the publication date is so far in advance of when the hearings happen we either can't get the notice in or too much time has passed. We do publish the legal notice in the *New Mexican* and we can put it in the *Eldorado Sun*.

COMMISSIONER VIGIL: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Could you go door to door, Judy, please?

MS. MCGOWAN: We've had problems out in that community before. We don't want to go there. Commissioner Anaya, on the issue of the Yaegers, what I would propose is Commissioner Vigil has suggested another alternative. We had developed about three alternatives and we can look into developing and fleshing out three or four alternatives and make sure that we have the language correct for each one before your next hearing and then you can make your decision at that next hearing.

CHAIRMAN ANAYA: Okay. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Judy, refresh my memory. There was a market analysis done or a market study done when you were going through the process and there was a lot of discussion about how much commercial is appropriate for the area and how much is there a market for in the area. Could you refresh my memory what the result of that study was?

MS. MCGOWAN: Actually, the County did not do a market analysis, no. Gary Boyle had done one for his business and I guess he did quite well with his business when he sold it. What we had done was an analysis relating the potential square footage to a per capita population projection and how much per capital commercial that would provide. We also looked at the jobs and a ratio of jobs to household and what the effect would be on that. I don't have it on the tip of my tongue, but the retail per capita in this are, obviously, is lower than it would be in the City of Santa Fe and there is certainly, with all those nodes, there is plenty of room for expansion for the twenty years. It's probably more than what would be needed in the 20-year time frame. But on the other hand, we're not providing for any future sites for commercial so you might look at those potential sites as – unless there's a big movement inside Eldorado to all of a sudden to zone some more land for commercial, which I doubt would happen. So these sites in the corridor are probably it for the future. So it's well beyond the 20-year time frame even though we just did the analysis for the 20-year time frame.

And I'm sorry, I'd have to go back and read the section of the plan to respond to refresh my memory to respond to that very well.

COMMISSIONER SULLIVAN: Maybe you could take a look at that.

MS. MCGOWAN: Sure.

COMMISSIONER SULLIVAN: Because I recall an earlier discussion that we had that one of the selling points that you had about the plan was that if we just went through and used these commercial nodes we would have hundreds of thousands of square feet and through this planning process you had gotten it down and a number sticks in my mind like about 175,000, something of that order of commercial.

MS. MCGOWAN: Thank you for reminding me, Commissioner. Those aren't the correct numbers but you're right. If the current zoning were perfected, if everyone applied who was eligible, it would be well over a million square feet of commercial that would be possible in a number of nodes. So what the plan did was restrict the locations where commercial could happen and restrict the ultimate size of that. The number is somewhere in the 700,000 square foot range total possible forever in that area. Unless we go back in and increase the density or the intensity of zoning.

But it was a pretty strong restriction. I would have to look in the plan itself, which I can do if you'd like to have that right now.

COMMISSIONER SULLIVAN: We can do that later.

MS. MCGOWAN: If you want the exact numbers.

COMMISSIONER SULLIVAN: No one has mentioned the concerns of the persons who came up and testified first about the Spur Ranch Road property. That I think needs some more analysis. Being so far away from the center, it looks like spot zoning to me. The one speaker was commenting on the fact that the 87,000 square feet was so much larger than other areas I just wondered in my mind how you even came up with 87,120, and I just figured it out. It's ten acres of that one owner's lot times 20 percent of 43,560. So it appears that we just taken that one lot and zoned it and taken it up to the maximum zoning as opposed to looking at what's the marketing, what's the surrounding area and what's the transportation implication and so forth. So that seems to be an area that we could use some more discussion I think as to how that one little piece fits into an overall community commercial plan for the area.

MS. MCGOWAN: Mr. Chairman, Commissioner, I could respond just briefly. All the areas there are calculated at the maximum that could be developed with the 20 percent. So that's meant as a maximum to be built not necessarily a goal of what's to be developed. That's the maximum square footage. It's actually smaller than what could happen under the current Code because this is a maximum floor area, whereas the current Code is a maximum lot coverage, which means if you go two story you can have double the amount of square feet. So it is a considerable restriction over what's in the current Code.

And I believe if you look in that section of the plan, it's probably repeated in the ordinance in the purpose statement. The thinking behind that Spur Ranch area was that Spur Ranch is going to be an arterial in the future. It's likely to be an arterial because it accesses so much developable land, much of which has been approved already at the master plan stage, if

not finally developed. So it's unknown what will happen with those properties. But there's a considerable acreage that's developable that accesses off of Spur Ranch Road and the intent is that at some point it will connect up to Camino Compadres, I believe.

CHAIRMAN ANAYA: Okay, we've been on this for about an hour. I got a complaint from these Commissioners that I've been paying attention to these guys over here and not these Commissioners. So go ahead, Commissioner Montoya.

COMMISSIONER VIGIL: Well, we have smarter things to say, Mr.

Chairman.

COMMISSIONER MONTOYA: Mr. Chairman, regarding the mixed use, Judy, that includes small home business as well, correct?

MS. MCGOWAN: That's correct.

COMMISSIONER MONTOYA: So it's not just businesses up to six employees but even just a small home business that will be allowed there.

MS. MCGOWAN: Yes. What the ordinance allows is home occupations anywhere in the district, then in the mixed-use areas you can do a home business which is larger, more liberal on the standards, more employees. It also allows full-on commercial and it requires a mix of residential and commercial.

COMMISSIONER MONTOYA: Then if I could just ask staff, Mr. Chairman, where there were recommendations being made throughout the plan. If you could maybe reference who made that recommendation. Like Fremont Ellis? The Andersons? Mike Scott? Whoever it was who made that reference in the plan in terms of what they're recommending be amended.

MS. MCGOWAN: To bring back to you for the second hearing?

COMMISSIONER MONTOYA: Right.

MS. MCGOWAN: Certainly.

COMMISSIONER MONTOYA: What the original language is and what the recommended amendment would be.

MS. MCGOWAN: Certainly, Commissioner Montoya.

CHAIRMAN ANAYA: Thank you, Commissioner. Commissioner Campos.

COMMISSIONER CAMPOS: Thank you. Ms. McGowan, you said earlier if we could assist you on the density issue, I think that's what you said. Could you tell me what you mean by that? Or did I misunderstand you? The density issue, are you dealing with it or not dealing with it? The hydro zones, I guess are going to stay the same?

MS. MCGOWAN: That's correct.

COMMISSIONER CAMPOS: Is that what you meant by the density issue?

MS. MCGOWAN: I must have misspoken, Commissioner because I don't recall what I said about density.

COMMISSIONER CAMPOS: We talked a lot about Eldorado and the water system out there and investing millions of dollars and my concern is there's a lot of sprawl out there and if the community, the public is going to spend a lot of money out in Eldorado in providing water to the area that perhaps we should revisit the density. I'm assuming you're

saying that there is very little public support for that. Has it been raised?

MS. MCGOWAN: Chairman Anaya and Commissioner Campos, I don't believe we've talked about density except in the mixed-use districts. The plan did not address the underlying hydrologic zone density. So we've just at this point assumed that that continues. Now, if the Board through the Code rewrite makes changes then those would be automatic because we haven't offset the density with this ordinance. The only density that we talk about is directly in the Village mixed-use center and the neighborhood mixed-use centers.

COMMISSIONER CAMPOS: So density is still an open issue.

MS. MCGOWAN: Yes.

COMMISSIONER CAMPOS: Okay. Thank you.

CHAIRMAN ANAYA: Thank you, Commissioner. Okay, thank you all for coming and giving us your opinions. You heard from the Commission on what issues we thought were important so you'll make sure we notify the public for the second public hearing. Thank you.

**XIII. A. 3. CDRC Case #AV 05-5020 – Robert French Appeal/Variance , Robert French, Applicant, is Appealing the County Development Review Committee’s Decision to Deny the Placement of a Second Home on one acre, off of Arroyo Cuyamungue, which Would Result in a Variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code. The Property is Located at 47 Tango Road, Santa Fe, NM, within Section 28, Township 19 North, Range 9 East (Commission District 1) John M. Salazar, Case Planner (FOR DELIBERATION ONLY)**

JOHN SALAZAR (Review Specialist): Thank you, Mr. Chairman. At the May 10<sup>th</sup> BCC meeting the Commission met and voted on this but there was a 2-2 tied vote to approve a two-year temporary permit. Under the Commission rules of order the application is tabled until the next meeting and now this case is coming before the BCC for deliberation and vote only.

CHAIRMAN ANAYA: Okay, so John, the vote was 2-2. We needed – Commissioner Sullivan wasn't here and refresh our memory, this was for his son, temporary, or daughter, I forget, and they're helping her get back on her feet and the vote was – do you remember who voted for what?

MR. SALAZAR: You and Commissioner Vigil voted to approve. Commissioner Montoya and Commissioner Campos voted to deny.

CHAIRMAN ANAYA: Okay. Commissioner Sullivan, do you need any more information?

COMMISSIONER SULLIVAN: Mr. Chairman, I've read the packet.

CHAIRMAN ANAYA: Is there a motion?



COMMISSIONER CAMPOS: Maybe we should get some direction from legal on how to proceed.

CHAIRMAN ANAYA: Good idea. Steve.

MR. ROSS: Mr. Chairman, there are a number of possible ways to address this. You could have a brief presentation from Land Use staff if you wanted to refresh your memory, or you could just take a vote. Have a motion and take a vote.

CHAIRMAN ANAYA: I believe that what I'm hearing is that Commissioner Sullivan has read the packet. We've heard the case, so do we start over with a motion and a second.

MR. ROSS: That's certainly a possibility. If you've got a motion right now you could address it right now and dispose of it without any further discussion.

CHAIRMAN ANAYA: So is there a motion to approve this case with the two-year temporary permit?

COMMISSIONER VIGIL: So moved.

CHAIRMAN ANAYA: There's been a motion. Is there a second? I'll second it. Any discussion? Would you like to say something, sir? Go ahead. I'll let you.

ROBERT FRENCH: Thank you, Mr. Chairman and Commissioners. This is on Tango Road out in Arroyo Cuyamungue and my parcel is abutted by eight other parcels, four of which have dual dwelling. Some of them three and some of them four. One of them has four. To let the Commissioners know, I now have five abutters with multiple dwelling densities and you approved the last one at the last meeting. That was Fred Richardson. My reasons for doing this, needing this home far outweigh his in my opinion. He's getting his children out of his house into a mobile home in his front yard so they can go on, spend a couple years and get in college or whatever they're going to do.

My daughter was being evicted and was going to be on the street living in her car and I put her in a mobile home to get her down there so she can get on her feet. Her husband no longer lives with her. She is taking care of her granddaughter, my great grandchild and I just can't see how - and I have two acres. I've already eased .2 acre to this acre to make it legal for wastewater purposes in accordance with the instructions of the County. So I'm asking again that Commissioner Montoya or Commissioner Sullivan or Commissioner Campos change their vote and give me three ayes out of you. I think I deserve that. You've already approved one at the last meeting. I now have five abutters with multiple dwellings and I'm willing to talk to you about the reasons that I need this house.

CHAIRMAN ANAYA: Thank you, Mr. French.

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Were we given some misinformation? This says one acre.

MR. FRENCH: I own two acres that abut each other which gives me the ability to ease .2 acre from where I live to that acre to make the wastewater more legal. And I've done that. I've got permits here for septic tank. I'm going to fix it right and make it right. I'm

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willing to do everything. As I said when I was here the first time, I'm willing to do all of this.

CHAIRMAN ANAYA: Okay. Any other questions, Commissioner?  
Commissioners, questions?

**The motion to approve CDRC Case #A/V 05-5020 passed by majority 3-2 voice vote with Commissioners Sullivan and Campos voting against.**

**XIII. A. 4. CDRC Case # V 04-5150 – Najdowski, Hayes and Coe Variance, Michael Najdowski, Bridget Hayes and Greg Coe, Applicants, are Requesting a Variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to Allow the Division of 21.141 Acres into Three Lots. The Property is Located within the Vicinity of Madrid, Within Section 31, Township 14 North, Range 8 East (Commission District 3)**

VICTORIA REYES (Review Specialist): Thank you, Mr. Chairman. On May 19, 2005 the County Development Review Committee recommended approval of a variance of Article III, Section 10 of the Land Development Code to allow the division of 21 acres into three lots. The applicants are requesting a variance of Article III, Section 10 of the Land Development Code to allow the division of 21 acres into three lots based on a plat which was prepared and recorded after the effective date of the Land Development Code.

On February 23, 1981 a field survey was conducted and on April 8, 1981 Michael Najdowski recorded a plat showing the division of 21.141 acres into three lots. The lots consisted of one 15.941-acre lot which was retained by Michel Najdowski and two 2.60-acre lots of which were deeded to two cousins, Bridget Hayes and Greg Coe.

The property is currently being assessed as a 15.941-acre tract and two 2.60-acre tracts and taxes have been paid for as three separate parcels. "The property is located within the Homestead Hydrologic Zone. Article III, Section 10 of the Land Development Code states the minimum lot size in this area is 160 acres per dwelling, or 40 acres with water restrictions. Lot size may be reduced to a minimum of 2.50 acres if the applicant can demonstrate water availability. The minimum lot size for a family transfer is 20 acres.

Staff considers the requested variance to be appropriate and in accordance with the variance criteria as referenced in the staff report. The recording of the survey plat and the conveyance of deeds was completed four months after the effective date of the Land Development Code. This period of time was a transition for coordination between the Clerk's office and the Land Use Department. The applicants have also paid property taxes for three separate lots.

The recording of the plat was an oversight in County procedure and was not caused by the applicant. Staff maintains that the BCC has discretion to determine that the

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requested variance is in accordance with the variance criteria and would not result in conditions that would be injurious to health or safety of the general public. If the decision of the BCC is to grant approval, staff recommends the following conditions:

1. Submit replat of the lots and record plat with water restrictions imposing .25 acre-feet of water per lot.
2. Address buildable area for each lot in conformance with slope standards.

CHAIRMAN ANAYA: Thank you. Do you agree with the conditions? The applicant? Okay. Is there any questions of Victoria? Would you like to say a few words, or you're fine? She said it all? Good. She's good for that. This is a public hearing. Anybody who would like to speak for or against this case? Hearing none, what's the pleasure of the Board?

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: With an interesting note from Bridget Hayes on the history of this property and how much I believe they must have developed an identity with it I'm going to move that we approve this request, and I think along with that motion we have a CDRC approval and a staff approval so I think we should just move forward and approve this.

COMMISSIONER CAMPOS: With conditions?

COMMISSIONER VIGIL: With conditions.

COMMISSIONER CAMPOS: With conditions. I'll second that.

CHAIRMAN ANAYA: There's been a motion to approve with conditions and a second. Any more discussion?

The motion to approve CDRC Case #V 04-5150 passed by unanimous [5-0] voice vote.

- XIII. A. 5. CDRC Case # V 04-5261- Crossingham Variance, Stacy Crossingham, Applicant is Requesting a Variance to Ordinance No. 2003-06 (Rainwater Harvesting Ordinance) which Requires the Installation of a Rain Water Catchment System for the Expansion of the Commercial Building on Lot 1 of Sierra Plaza. The Property is Located at the Intersection of Avenida Vista Grande and Caliente Road in Eldorado, within Section 9, Township 15 North, Range 10 East (Commission District 5)**

JAN DANIELS (Review Specialist): Thank you. On April 13, 1993, the BCC granted approval for the creation of a village center commercial district and master plan zoning approval with adoption of a use list for the Sierra Plaza. On July 29, 1993, the CDRC granted Preliminary and final development plan approval for phase I of Sierra Plaza. On June 17, 2004, the CDRC granted preliminary and final development plan

approval for a 1,526 square foot expansion to the existing office/retail building on Lot 1 of Sierra Plaza. One of the conditions of that approval was compliance with the County's Rainwater Harvesting Ordinance.

On May 19, 2005 the CDRC denied the request of this variance. The applicant owns three lots, but they're not adjacent. One is vacant. One has landscaping with a wastewater recycling system for existing landscaping, and the subject lot has a non-working drip irrigation system in place that is connected to EDU water and has not been used for several years because the landscape plants are mature and don't need additional water.

The applicant states that when she expanded the subject existing office building, 1,526 square feet it was built above the old patio area, which required no further landscaping. Now was the water use increased from the original water budget. The applicant is now requesting a variance to the rainwater harvesting ordinance that requires the installation of a rainwater catchment system for expansion of a commercial building.

Mr. Chairman, Commissioners, the applicant also states that she would rather not spend thousands of dollars on a water harvesting system when she already has an existing drip irrigation system. And at this point just strike the rest of the sentence and I'll read it the way it should be. When she already has an existing drip irrigation system that is broken.

CHAIRMAN ANAYA: Any questions of Jan? Okay, the applicant, Stacy, come forward.

[Duly sworn, Stacy Crossingham testified as follows:]

STACY CROSSINGHAM: Okay, Chairman Anaya, Commissioners, I want to clarify something here. When we came in June to get approval to do an expansion we were kind of at a deadline to build real quickly a new video store for our business that was at the Agora for nine years. We were pressed. We didn't know if we were going to be kicked out of there so we had to act pretty quickly and I asked them - I wasn't approving, when I got my approval for this the water harvesting thing came on last minute and I had to agree and post a bond for it in order to move forward. I had no choice at the time. They told me I could come before the Board for a variance. So I wanted to clarify that.

The property that's in question is Sierra Plaza. We purchased that building in 2001. It was built in 1997 and it has an existing established landscaping area. The new building that we added just covered an existing patio area and we replaced - I believe I gave some photos to certain people. I can approach the bench with additional photos. May I approach the bench?

CHAIRMAN ANAYA: You bet. Are they all the same?

MS. CROSSINGHAM: Yes. That's just a picture of what - they're used to be an existing concrete walkway there to the mailboxes and alls we did was replace it because we had to rip it up to do a new foundation. We had to rip it up and we've put in gravel and stones to create that walkway again. The ordinance is kind of vague when you read it. It doesn't really clarify whether it includes new and existing landscaping, it just says landscaping. It's my belief that you can't retroactivate something that's been there for years and require us to rip out the

whole irrigation system and start over again.

The new approval did not require any new landscaping whatsoever and this ordinance is asking us to spend thousands and thousands of dollars unnecessarily, creating a financial burden. We'd have to rip up a driveway and all kinds of stuff and establish landscaping to reseed and use more water, and it's not going to even service anything. So I'm here today to ask for a variance on this request.

CHAIRMAN ANAYA: Commissioners, do you have any questions of Stacy? Okay, hearing none, this is a public hearing. Is there anybody in the audience that would like to speak for or against this case. Ma'am, come forward.

[Duly sworn, Mary Ann Hale testified as follows:]

MARY ANN HALE: My name is Mary Ann Hale. I live at 42 Estambre Road. Just to the question on this, I know now that homes that are being built that are 2500 square feet and more are being required to have a catchment system, and I know when Ms. Crossingham was first coming up with her development one of the things that she has talked publicly again and again about the water recycling thing she's doing in her areas and I will admit that while initially opposed to some of this development, I have come to think that the water recycling, etc. The catchments, which houses are having to do are a very good thing. And there's a lot of water that is being wasted in an area where water is fragile. That is just my thought. I think perhaps something could be done to help her doing something for water catchment that would perhaps be a compromise between the two, and still allow her to do water recycling and I think that's very important in our area and perhaps there could be a way found. I think to totally abandon it is not a very good idea. And I appreciate your consideration, Commissioners, and thank you.

CHAIRMAN ANAYA: Thank you, Mary Ann. Any other comments? Okay, public hearing is closed. Stacy, do you have any rebuttal?

MS. CROSSINGHAM: I'd just like to make a comment - two things. On the adjacent property, which is the future Village at Eldorado, we have installed over a quarter million dollars worth of a sewer treatment plant that does recycle water for toilets and landscaping and that is in operation right now and is being added to this system. This property is - we're breaking ground mid-August on the Village and that property that's in question today is being hooked up to that system. So that will be recycling its water for other uses on that adjacent property.

As a compromise, if I need to do anything, I am willing to put barrels that are non-visible within the heavy landscaping that we have and I'd be more than happy to do that to alleviate some of the financial burden.

CHAIRMAN ANAYA: Okay. You think you're doing your part in water conservation and more, if we do not allow this extra water harvesting on the addition that you made.

MS. CROSSINGHAM: We've spent hundreds of thousands of dollars and are being very conscientious in what we're doing as far as water conservation. And we take it very seriously.

SFC CLERK RECORDED 09/12/2005

CHAIRMAN ANAYA: Are there any questions of Stacy? Commissioner Vigil.

COMMISSIONER VIGIL: Oh, not of Stacy. Thank you, Stacy and thank you, Commissioner. I actually would like our hydrologist to comment on this and while he's coming up I just want to tell the Commission that I did do a site visit and sort of clarified for Stacy that a site visit one of the problems I have with this request is that we as a Commission provide the leadership for converging the community towards conservation measures and the Water Conservation Ordinance was recently enacted and my fear for creating variances is the fact that it does open the floodgates. We have not, and let me just pose this question to Steve. Have we provided any variances to water conservation harvesting systems?

DR. WUST: Mr. Chairman, Commissioner Vigil, I heard two questions in there. I don't know of anywhere the Commission has granted variances to the water harvesting so far. I can say there's a precedent on this type of situation right in that area that when the Agora supermarket expanded, the original proposal by staff was that they install a water harvesting system across the entire facility. Mr. Boyle came forward and said that would be way more water than he needed. The Commission decided that to be in line with the ordinance that he needs to install the water harvesting system on the new construction, the addition. And this is how we viewed this particular one, a similar situation. No one is retroactively making an installation of water harvesting system on the existing building, but new construction should include it.

In terms of what it could be used for, there is an irrigation system on some existing landscaping and then the new roof part could easily be used to source that. It would not require in my opinion, ripping up the whole irrigation system because it's just the source of water. You just have to connect where the irrigation water is coming from. And that was a similar thing that was discussed again in the Agora extension. So I don't know. I don't personally know of anywhere there's been a variance. There may be some but I don't know of any and that's how we viewed the water catchment system in this particular development.

COMMISSIONER VIGIL: Mr. Chairman, members of the Commission, I guess my response to that is the water catchment system was enacted by this Board of County Commission to actually create an additional source in addressing our water shortage problem. If in fact we allow variances for that, what in fact we're doing, I think, is sabotaging our own leadership role here because the water harvesting ordinance is something I think the community needs to – it still has an educational curve for. So, despite, you have a strong argument Stacy and I thoroughly empathize with it. My position is you probably have a practical assessment of why that's needed but should that property ever turn over and there isn't water harvesting and should a new owner want to put landscaping there my fear is we're not going to have that available and it's because we didn't abide by our own ordinance. That's my position, Mr. Chairman.

CHAIRMAN ANAYA: So you're asking her to hook it up to her system or would rain barrels be sufficient?

COMMISSIONER VIGIL: You know, the ordinance itself provides for water catchment. Stacy, have you gotten estimates on how much it would cost? What are those?

MS. CROSSINGHAM: Well, right now, before ripping up the driveway and having to repave a commercial driveway, I was looking at close to \$15,000, \$20,000. So originally we thought it was going to be a much smaller thing but when we got into it further it became a lot more expensive and then we're looking at pavement and the driveway and it just gets – and then you're talking about putting something in the ground that is going to sit empty unless we get rain. So it's not going to feed anything, and there's nothing for it to feed if I don't have to hook up the existing landscaping anyways that's going off nature's water source right now.

So to compromise and to try to be in the spirit of the ordinance, I'd like to be able to, as a compromise, use rain barrels. They would not be visible because they would be buried in the existing landscaping that's pretty heavy and try to hook that up instead. Use that more effectively than having to dig and disturb existing landscaping and have to reseed and wastewater to get that vegetation going again. It just doesn't seem to make sense. I think that we need to allow for things that are common sense.

CHAIRMAN ANAYA: Any other comments? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I think – thank you Ms. Crossingham. I think that's true of any part of our water catchment ordinance. The intent is to get the underground catchment system in place so that it's there when it's needed. And it will be empty until it rains. No question about that. She may not have an immediate use for it but there may be a use later on as the area expands. So I think we need to stay with the ordinance. I understand that recycling is being done but that recycling is being done because of the use of a domestic well and limits on a domestic well. So there are savings that the applicant has made there by using a domestic well to run the property.

So I think as Commissioner Vigil says that, and I think the staff has been reasonable in applying the area to just the addition as was done in the Agora. That seems to be a reasonable compromise in an expansion situation like this. I feel we should be cognizant of our own ordinance and follow it. Thank you.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Just a clarification on the ordinance. It talks specifically about homes. It's not really businesses. Does this fall into a dwelling? Of one to four dwellings?

MS. LUCERO: Mr. Chairman, Commissioner Montoya, the second page of that ordinance where it refers to Article III, Section 4.4.1, Submittals, that's submittal requirements for development plans which are required for commercial development. It's on the second page at the very top. This section is actually amending Article III, Section 4.4.1 and that section is the section that applies to commercial development plans.

COMMISSIONER MONTOYA: B or 6?

MS. LUCERO: It's actually both.

MS. CROSSINGHAM: May I make a comment on that?

COMMISSIONER SULLIVAN: I think the applicant has had enough opportunity.

MS. LUCERO: Mr. Chairman, Commissioner Montoya, also on the title of the ordinance it refers to rainwater catchment systems for all commercial and residential development also.

COMMISSIONER MONTOYA: Okay. So regardless of size of the commercial development they have to put in a catchment system.

MS. LUCERO: That's correct, for all commercial development.

COMMISSIONER MONTOYA: So 500 square feet catchment.

MS. LUCERO: Right.

COMMISSIONER MONTOYA: That's all I have.

CHAIRMAN ANAYA: Any other comments? What's the pleasure of the Board.

COMMISSIONER SULLIVAN: Mr. Chairman, I move to accept the recommendations of the CDRC in this regard and to deny the variance request.

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

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: There's a second. Any discussion? I feel this is just a minimal easement of the Code and this was - there was a slab there that was existing before the roof and the water was hitting the slab and running off into the parking lot or driveway or whatever you want to call it. And just by adding - I know that we've passed an ordinance on rain catchment but if the water was already hitting the slab and running off I don't see a real big difference in hitting the roof and running off. So I think this is a minimal easement. Any more discussion?

**The motion to deny the variance in CDRC Case #V 04-5261 passed by majority 3-2 voice vote with Commissioners Anaya and Montoya voting against the motion.**

**XIII. A. 6. CDRC Case #V 04-5680 - Reynaldo Ortiz, Jr. Variance.  
Reynaldo Ortiz, Jr., is Requesting a Variance to Permit a Family Transfer Land Division to Divide 3.02- Acres into Two Parcels. The Property is Located off of Apache Canyon at #3 and #10 Camino Apolonia in Canoncito within Section 12, Township 15 North, Range 10 East (Commission District 4)**

JOE CATANACH (Review Division Director): Chairman Anaya, Commissioners, that request has been withdrawn.

CHAIRMAN ANAYA: Oh, it has? We didn't know that.

MR. CATANACH: Just now.

CHAIRMAN ANAYA: Just now. It was recent. It wasn't made before the BCC



meeting started.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Yes.

COMMISSIONER VIGIL: Question for Gerald. Is it withdrawn, the request, or will they be reconsidering and coming back to us?

MR. CATANACH: Mr. Chairman, Commissioner Vigil, the request was actually tabled by the Board of County Commissioners in January. The motion was that it would be tabled for a six-month period to see if the Canonicito water system was going to make any progress, improvements, upgrades on their water system and that has not happened yet. So the motion was to table it and if there was no progress or improvements to the Canonicito water system it would be deemed denied. Therefore the applicant was advised that it had been denied and if there is any improvements to the Canonicito water system later on, this applicant would certainly have the right to reapply.

COMMISSIONER VIGIL: Mr. Chairman, Joe, what does the applicant do under these circumstances. My concern is in this particular case, his sister actually has a trailer on the property right now. The water system is serving them. We have denied them. What does the applicant then do?

MR. CATANACH: Well, the request was a denial to divide the property. So what happens is that the two units – I think it's three acres. So the two units just stay on the three acres undivided. I'm not specifically aware that – my understanding is that both units have permits. Now, whether that was done through a staff oversight, I'm not real clear about that, or if that was done through a permit for the second resident as a replacement. In other words, there might have been an old mobile home on the property and they replaced it with a new mobile home. In any case, the property would just remain as it exists, two units on three acres.

COMMISSIONER VIGIL: Now I'm confused a little more because what permits do you think might have been issued to them?

MR. CATANACH: For the residential units that are on the property.

COMMISSIONER VIGIL: Without dividing the property?

MR. CATANACH: That's correct.

COMMISSIONER VIGIL: Can we get that clarified and perhaps let the applicant know exactly what the status is because part of the problem we have in these cases come before us and say I have a permit. I've been living here. I was living here with the understanding that I have this property divided and it creates a lot of confusion for residential owners. So I would like to see that clarified and just maybe give staff direction to make that clarification to the applicant.

MR. CATANACH: Commissioner Vigil, we can look into that and like I say, I can't quite remember but I think the applicant has represented all along that maybe one residential unit on the property was grandfathered in and been there for a long time, and the second unit was issued a permit but I can't remember for sure. But yes, we can look into that.

COMMISSIONER VIGIL: And clarify it for the applicant.

CHAIRMAN ANAYA: Thank you, Commissioner Vigil. Thank you, Joe. Is Brenda Vigil here?

- XIII. A. 7. CDRC Case #AV 04-5660 Amelia Vigil Variance, Brenda Vigil, Agent for Herself, Tommy and Valeria Montoya, and Emit and Yvette M. Vigil, Applicants, Are Requesting a Variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to Permit a Land Division Consisting of Three Lots on 1.963- Acres for a Family Transfer. The Property is Located at 1082 Terra Amarillo #3, #5 and #7 in Cundiyo within Section 17, Township 20 North, Range 10 East (Commission District 1)**

MS. DANIELS: Mr. Chairman, the applicant was notified twice, yesterday and today and did not return any of the calls. It's the only number I had and they have been notified about 30 days ago of when this meeting would be, and I did not get any response.

CHAIRMAN ANAYA: Does the Board need to act on the first one we just talked about? Do we need to withdraw that? Or are we okay with that?

MR. ROSS: I don't think you need to act on a withdrawal, Mr. Chairman.

CHAIRMAN ANAYA: What about the next one?

MR. ROSS: This one you would probably want to entertain a motion to table.

CHAIRMAN ANAYA: Okay. Since the applicant is not here -

COMMISSIONER CAMPOS: It's a no-show, right?

MR. ROSS: No-show. Right.

COMMISSIONER CAMPOS: Do you think we should table it?

MR. ROSS: It might be a good idea rather than declaring the thing abandoned and just see if we can make contact with the person and find out what the deal is.

COMMISSIONER MONTOYA: Move to table.

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

**The motion to table CDRC Case #A/V 04-5660 passed by majority 4-1 voice vote with Commissioner Sullivan casting the nay vote.**

COMMISSIONER SULLIVAN: Mr. Chairman, the reason for that no was not the case itself but I wanted to get some information from the staff as to whether the applicant responds or has some mechanism such as a certified return receipt request or whether staff has some indication they know when this is coming forward, other than their own interest, which should be enough but sometimes is not.

MR. CATANACH: Mr. Chairman, Commissioner Sullivan, like Jan mentioned, there was a courtesy call twice to remind the applicant of the meeting and the applicant never returned the call. The tabling is still consistent with our policy. I think this is the

second tabling for that case, meaning that the policy is that we allow up to three tablings of the case by the applicant. So it's still consistent with our policy for tabling.

COMMISSIONER SULLIVAN: Now that's a staff policy, correct?

MR. CATANACH: Yes.

COMMISSIONER SULLIVAN: And we've been following it by the Commission but I would suggest at this point a certified letter to her indicating that the case has been tabled twice and that it's policy that a third tabling and you're out.

MR. CATANACH: We can follow up on that.

COMMISSIONER SULLIVAN: And get a certified return receipt requested. And I know that's more than is required by law but just as a courtesy and some back-up for ourselves that she did get that notice.

MR. CATANACH: We can follow up on that.

COMMISSIONER SULLIVAN: All right. Thank you. Thank you, Mr.

Chairman.

CHAIRMAN ANAYA: Thank you, Commissioner Sullivan. That's a good point.

- XIII. A. 8. CDRC Case #Z 04-5690 - Rio Vista Construction Master/Preliminary Development Plan, Rio Vista Construction, David and Patricia Romero, Applicants, Richard Woodberry, Agent, Request Master Plan, Preliminary and Final Development Plan Approval to Allow a 8,500 Square Foot Office/Warehouse Facility on 1.228 Acres. The Property is Located at the Intersection of US 84/285 and County Road 88 within the El Valle de Arroyo Seco Highway Corridor Zoning District, within Section 18, Township 20 North, Range 9 East (Commission District 1)**

DOMINIC GONZALES (Review Specialist): Thank you, Mr. Chairman. On March 17, 2005 the CDRC met and acted on this case. The decision of the CDRC was to recommend approval for master plan, preliminary development plan to allow an 8,500 square foot office warehouse facility on 1.228 acres. The property lies within the traditional community of Arroyo Seco and must comply with the Ordinance 2003-7. The property is located in the district of El Valle de Arroyo Seco Highway Corridor, which is eligible for commercial zoning until 12/31/2006.

This application was reviewed for the following: existing development, zoning, community meeting, adjacent property, access and parking, terrain management, water, liquid and solid waste, fire protection, landscaping, signage and lighting.

On March 17, 2005 the CDRC met and acted on this case. The decision of the CDRC was to recommend approval for master plan, preliminary development plan to allow

an 8,500 square foot office warehouse facility on 1.228 acres. Staff's position is that this application is in accordance with Article III, Section 4.4 Development Plan Procedures of the County Land Development Code. Staff recommends preliminary development plan approval to allow an 8,500 square foot office warehouse building subject to the following conditions. Mr. Chairman, can I enter these conditions into the record?

CHAIRMAN ANAYA: Yes.

[The conditions are as follows:]

1. Compliance with applicable review comments from the following:
  - (a) State Engineer
  - (b) State Environment Department
  - (c) State Department of Transportation
  - (d) County Hydrologist
  - (e) Development Review Director
  - (f) County Public Works
  - (g) County Technical Review Division
  - (h) County Fire Marshal
2. The master plan will be recorded with the County Clerk's office.
3. All Staff redlines will be addressed, original redlines will be returned with final plans.
4. The applicant shall submit a traffic impact analysis and access permit as approved by the Department of Transportation with development plan submittal.
5. The applicant shall comply with the water harvesting requirements of Ordinance #2003-6. A water-harvesting plan shall be submitted with the Final Development Plan application.
6. A water budget for the entire property including existing buildings and proposed buildings, shall be submitted. A full geohydrological report with pumping test that demonstrates a 100-year water supply for all the uses located on the property shall be submitted prior to final development plan.
7. The applicant shall comply with requirements for a public water supply as required by the Office of the State Engineer.
8. The applicant shall submit an updated liquid waste permit from the Environmental Department with Development Plan.
9. The applicant shall comply with all Fire Marshal requirements. The applicant will request a final fire inspection prior to occupancy of the building.
10. Compliance with minimum standards for landscaping, light and signs.
11. Reduce proposed parking areas to minimize disturbance of natural terrain.
12. Submit building elevations with development plan.
13. Parking shall be located to the side or rear of the building
14. An approved liquid waste permit will be required prior to final development plan approval.

CHAIRMAN ANAYA: Okay, any questions of Dominic? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Dominic, two questions, one for you and one for Mr. Wust. In the Environment Department review, they talk about the fact, on the second page of their letter of November 22, 2004. They say with regard to the leach field that the two proposed ponds may not meet the proposed 100-foot setback unless they are lined with concrete. Then the setback would be ten feet. Has there been some resolution of that problem?

MR. GONZALES: Mr. Chairman, Commissioner Sullivan, there has. The applicant, prior to coming forward to the BCC would have to address this issue as a condition from CDRC. They did address that issue and received a permit from the Environmental Department for a leach field liquid waste type system. So they did meet the Environmental Department's concern and the permit was signed off by Michael Bencomo.

COMMISSIONER SULLIVAN: Okay, and was that pond lined?

MR. GONZALES: Mr. Chairman, I'm not too sure about the pond but they did receive approval from the Environmental Department for their liquid waste application.

COMMISSIONER SULLIVAN: Okay. And then the other question was for Mr. Wust. Mr. Wust, you had a letter dated February 23, 2005 where you indicated that the geo-hydrology report showed that there was insufficient water to support the proposed development. Then, at the CDRC meeting the following month in March, the minutes indicated that Dr. Wust informed the committee that the water report analysis indicated sufficient yield for the development. So could you just give me a little background on – was the geo-hydro completed and it looked better than the initial well log, or what happened there?

DR. WUST: Mr. Chairman, Commissioner Sullivan, this is one of those uncomfortable positions. Land Use staff and I have been wracking our brains trying to remember what happened. I believe it was one of those cases where some verbal information came to us just before the meeting and I responded to that and hence therefore there's a condition in there that they need to do a pump test and a detailed budget analysis. From the best I can recall, and I apologize. We're trying to change that system so everything's in writing from now on, that I had a discussion with the hydrology consultant and he had done some analyses of the returns of the well that differed with what the well log said and based on that, I said if that's true then there would be sufficient water availability but it would be nice to do a pump test to verify that. And again, I'm trying to work off memory because that's essentially again one of those sort of verbal exchanges that happen just before the meeting. So that's where that came from and I also tried to refresh my memory from the minutes, but they were minutes and not a transcript so I don't have the full record there and I can guarantee and you can probably verify that I can't hold myself to one sentence so I'm sure there was more said during that time. I'm having a hard time recalling what it all was. But that's the best of my recollection of kind of how that came about.

COMMISSIONER SULLIVAN: Okay. Is that now covered by condition 6, which says that a full geo-hydrologic report with pumping test that demonstrates a 100-year

water supply for all uses located on the property shall be submitted prior to final development plan. Does that take care of any concerns you might have?

DR. WUST: Commissioner Sullivan, that would address that concern, particularly if you wanted to say, yes, that the applicants can demonstrate that the new analysis is correct and the well log is not. This would take care of that. I don't have that. I have not received that yet.

COMMISSIONER SULLIVAN: But that's a condition 6.

DR. WUST: The condition would address that.

COMMISSIONER SULLIVAN: And this discussion you had with the geohydrologist gave you at least condition to think that it sounded like it might be okay.

DR. WUST: Commissioner Sullivan, that's correct. With this analysis we gave him a way to demonstrate what he was trying to propose.

COMMISSIONER SULLIVAN: Okay. So that's the difference there. Initially you looked at the logs and they didn't look too sanguine and then you talked to the hydrologist and he was more sanguine, but because you haven't seen any reports, then condition 6 would satisfy you prior to final development plan.

DR. WUST: Mr. Chairman, Commissioner Sullivan, that's pretty much correct. Basically, I recall that the hydrology consultant said there was really more sand and clay than was expressed in the log and we said, well, there's a way to show that. Condition 6 came out of that.

COMMISSIONER SULLIVAN: So we would be, or the County would be protected here by that condition in your opinion. That's condition 6. You would have a review of that report.

DR. WUST: Mr. Chairman, Commissioner Sullivan, that's absolutely right. And if the results of that confirm the original well log, in my interpretation then we would be able to come to you and recommend no.

COMMISSIONER SULLIVAN: Well, this doesn't come back to us, does it?

DR. WUST: It goes to the CDRC.

COMMISSIONER SULLIVAN: It goes back to CDRC and that's the end, isn't it?

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, that's correct. It doesn't come back to the Board.

COMMISSIONER SULLIVAN: Yes. Mr. Chairman, I know time's late but I'm concerned that this condition is there to provide that final review to the hydrologist. Thank you, Mr. Wust.

CHAIRMAN ANAYA: Thank you, Commissioner Sullivan. Is the applicant here?

[Duly sworn, Richard Woodberry testified as follows:]

RICHARD WOODBERRY: Good evening. My name is Richard Woodberry, P.O. Box 354, Truchas.

CHAIRMAN ANAYA: Do you have anything to add, Richard?

MR. WOODBERRY: Yes, Mr. Chairman, Commissioners, thank you for allowing me to speak tonight. I wanted to clarify a couple of the apparent discrepancies or misunderstandings we were discussing. To answer Commissioner Sullivan's question regarding the septic permit and the ponding requirements. When we submitted the master plan/development plan there was a conceptual grading plan, a conceptual site plan. When our civil engineer did an in-depth calculation for grading and drainage as part of our permit package. Because of water harvesting requirements and the minimum cistern size we were able to determine that we do not actually require any kind of grading and drainage impoundment ponds. Basically, we're at a point of having a negative pond requirement. So that eliminates one of the concerns from the Environmental Department for septic system.

Plus, the applicant has received a final liquid waste disposal permit. So I think that concern has been addressed. The second concern regarding available water, wells, and things of that nature, there was an existing domestic well on the site when Jim Corbin, a private hydrologist consulted with the County Hydrologist, it was determined that that well did not have the proper thickness or depth to provide saturated thickness for provided the required water. So two things happened. One, we adjusted our water budget, which ultimately puts tighter controls on what the building can be used for. Secondly, the client at his own expense did drill an additional well. When the original well log was provided, the County Hydrologist still had concerns about whether we had the available water.

Mr. Corbin, on behalf of the client did his own sediment analysis through proven scientific methods and was able to prove as Mr. Wust was indicating that we had higher sand content per clay content, therefore we had more available water. At that point the County Hydrologist did accept our hydrologist's report and recommended to CDRC approval of the water budget and the well. I do know that that hydrology report was supplied to the County and would be more than happy to provide additional copies as required.

CHAIRMAN ANAYA: Okay. Thank you. Any questions of Richard? It's a public hearing. Is there anybody in the audience that would like to speak for or against this case? Okay, public hearing is closed. What's the pleasure of the Board?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: I'd like to move for approval with staff conditions.

CHAIRMAN ANAYA: There's a motion.

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: And a second.

COMMISSIONER VIGIL: I wonder if the maker of the motion would entertain a friendly amendment.

COMMISSIONER MONTOYA: Depends how friendly it is.

COMMISSIONER VIGIL: Well, let's see how friendly you think it is. My concern, because there are some water issues with regard to this, I would like this case to come before the BCC for final approval and perhaps bypass the CDRC. Or I'm open to it going to

the CDRC and the BCC. Would you consider that a friendly amendment? We won't see this again if we approve the master and preliminary plan.

CHAIRMAN ANAYA: Commissioner Montoya, would you want to include that in the amendment?

COMMISSIONER MONTOYA: Mr. Ross, would that be something that we could do?

MR. ROSS: Commissioner Montoya, Mr. Chairman, I think we better look into that a little bit more. I'm told by staff that it's a Code requirement so we'll have to kind of evaluate whether that's something we can actually do, in other words, bypass CDRC.

COMMISSIONER MONTOYA: I would be a little hesitant.

COMMISSIONER VIGIL: I thoroughly understand. I would like to set that aside, because it doesn't make sense to me that these developments come before us when they are developments, when they're sub-developments, but when they're commercial property they don't. I don't see where the distinction is, particularly where there's water issues. So I withdraw my friendly amendment for now, but I'd like to set aside the possibility of bringing that forth before the Commission and set aside that option when it goes to the CDRC for the CDRC to consider bringing the case forth before the BCC with their recommendation.

MR. ROSS: Mr. Chairman, Commissioner Vigil, I have my Code here. We're trying to locate the reference right now if you want to give us a few minutes.

COMMISSIONER VIGIL: I've withdrawn my friendly amendment so I think we're ready to move on that.

CHAIRMAN ANAYA: More discussion?

The motion to approve CDRC Case #Z 04-5690 passed by unanimous [5-0] voice vote.

[The Board recessed for five minutes.]

- XIII. A. 9. **CDRC Case #DP 03-5780 - Suerte del Sur LLC, Applicant, Scott Hoeft, Agent, Request Master Plan Approval for a 264-Lot Residential Subdivision on 660 Acres. The Property is Located South of Las Campanas and North of Pinon Hills Subdivision, within Section 19, Township 17 North, Range 9 East (Commission District 2) [Additional staff material: Exhibit 8]**

MR. GONZALES: Thank you, Mr. Chairman. On October 21, 2004 the CDRC met and acted on this case. The decision of the CDRC was to grant approval for master plan for a 264-lot residential subdivision on 660 acres. On November 9, 2004, the case was tabled at the request of County staff and the applicant to clarify issues raised by the Santa Fe County Ordinance 2003-2.

The Board of County Commissioners heard this case on December 14, 2004. The



decision of the Board was to table CDRC Case 03-5780 to allow the applicant time to address issues and concerns raised by the Board of County Commission. The issues are as follows: one, affordable housing, two, water availability assessment, three, water rights transfers.

The Board of County Commissioners heard this case on February 8, 2005. The decision of the Board was to deny master plan zoning for CDRC Case 03-5780 based on the proposed development does not act in accordance with growth and development principles of the County. The Regional Planning Authority most recently adopted plan was in the project boundaries and based on principles which are as follows: one, future water, two, affordable housing, three, economic diversification and employment opportunities, four, infrastructure and services, five, regional character.

The Board will reconsider a request for master plan zoning approval for a 264-lot residential subdivision on 660 acres. The development consists of 24 five-acre ranch lots, 240 lots ranging in size from one acre to three acres. The development also consists of two community tracts - an eight-acre tract will accommodate a proposed clubhouse, a swimming pool, tennis courts and other outdoor recreational amenities. A five-acre community tract will be designed to accommodate a proposed community barn facility, horse stables and exercise pens.

This application was reviewed for the following: existing development, access, water, liquid waste, solid waste, fire protection, terrain management, archeology, open space, school impacts, phasing.

On February 8, 2005 the BCC met and acted on this case. The decision of the BCC was to deny master plan zoning for a 264-lot residential subdivision on 660 acres. The development was not considered to be in accordance with Article V, Section 5.2.4.b, Master Plan Approvals of the Land Development Code which states, "The Board shall consider the following criteria in making determinations and recommendations for the approval or amendment of master plans:

1. Conformance to County and Extraterritorial Plan.
2. Suitability of the site to accommodate the proposed development.
3. Suitability of the proposed uses and intensity of development at the location.
4. Impact to schools, adjacent lands or the County in general.

On October 24, 2004, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval for master plan zoning for a 264-lot residential subdivision on 660 acres subject to the following conditions. Mr. Chairman, before I enter the conditions into the record, I need to make a change to condition number 3. It should read: After approval, the development plan and plat shall be recorded with the County Clerk's Office.

With that, Mr. Chairman, may I enter these conditions into the record?

CHAIRMAN ANAYA: Yes.

[The conditions are as follows:]

1. Compliance with applicable review comments from the following:
  - a) State Engineer
  - b) State Environment Department
  - c) Soil & Water District

- d) State Department of Transportation
  - e) County Hydrologist
  - f) Development Review Director
  - g) County Fire Marshal
  - h) County Public Works
  - i) State Historic Preservation Office
  - j) County Technical Review Division
  - k) County Utilities Department
2. Finished road grades in the development shall not exceed three percent with 100-foot radius from any intersection.
  3. The development plan and plat shall be recorded with the County Clerk's office.
  4. All Staff redlines must be addressed prior to plat recordation.
  5. The applicant shall submit an estimate of cost to develop and construct all improvements on the property and shall submit a financial guarantee in a form acceptable to County staff in the total amount of the cost estimate.
  6. The applicant shall comply with the water harvesting requirements of Ordinance 2003-6. A water harvesting plan shall be submitted with the application for approval of preliminary development plan.
  7. The applicant shall either enter into a water service agreement with the Santa Fe County Utility Company (in form acceptable to County staff and approved by the Board of County Commissioners) prior to approval of the preliminary development plan, or develop the well that already exists on the property and create a community water system pursuant to the requirement set forth in the Land Development Code.
  8. Each archeological site of significance shall be protected by easement on preliminary plat.
  9. The development shall dispose of liquid waste originating in the development through the Las Campanas sewer system or through an onsite liquid waste treatment plant approved by the New Mexico Environmental Department. Individual liquid waste disposal systems (septic systems) shall be prohibited throughout the development, and note to that effect shall be placed on the plat. If the development will utilize Las Campanas for liquid waste disposal, the application for approval of the preliminary development plan and plat shall include a letter from Las Campanas Sewer Association that states that connection to the Las Campanas sewage waste disposal system is both agreeable and feasible.
  10. The preliminary plat shall address shared driveway access, separation between road intersections, and off-set intersections for a planned east-west arterial.
  11. Direct access via driveways shall be prohibited off Los Suenos Trail.
  12. Los Suenos Trail shall be extended south to County Road 70 and NM599 (aka the Hager Road Extension) or extend La Vida Trail easterly through to the Aldea development, during the first phase of development.
  13. A more detailed water budget shall be submitted at the time of application for approval

of the preliminary plat.

CHAIRMAN ANAYA: Any questions of Dominic? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Just one item, Mr. Chairman. On my recollection of the December 14, 2004 meeting of the three issues that you list there, I do recall those but I also recall the transportation was an issue, traffic would have been a fourth issue at that time. That's my recollection.

CHAIRMAN ANAYA: Do you remember that?

MR. GONZALES: Mr. Chairman, I believe those are other issues. These are just the three issues that staff got from that meeting that needed to be addressed. But as Commissioner Sullivan said, those issues probably need to be addressed also.

CHAIRMAN ANAYA: Okay. Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, that is staff's recommendation?

MR. GONZALES: Mr. Chairman, Commissioner Montoya, staff is recommending approval of the master plan.

COMMISSIONER MONTOYA: Of master plan. Okay. Thank you.

CHAIRMAN ANAYA: Thank you, Commissioner Montoya. Thank you, Dominic. The applicant? And I don't know how much you are going to go into it but I know that the Commission is aware of a lot of this. However you'd like to do it, long, short. We prefer short as we are familiar with the case.

ROSANNA VAZQUEZ: Thank you, Mr. Chairman. Good evening, Commissioner Anaya, Commissioners. My name is Rosanna Vazquez. I represent Suerte del Sur development. I will not go into a presentation as we have heard the presentation several times. We submitted a master plan and we would at this point request approval for the master plan that was submitted. We believe that the master plans meets the County Code requirements, falls within the parameters of the principles of the general plan and all of the requirements of the County Code. We have met the density requirements of the Code. We've met the water availability of the Code. We have trails and open space for the development. This is a design that not only meets the Code but it's been negotiated and discussed with the neighbors, and we feel that we're here before you and we're very grateful to be here on a reconsideration motion and I'd like to stand for questions if you have any.

We are requesting master plan. It's a conceptual approval. We still have a water service agreement should you decide to put this development on the County utility system. As you recall, the request before you in February and in December was to request approval of this master plan on the County utility system. We did provide water rights to demonstrate that we could transfer them to you and we did, should you decide to approve this on a well, meet all the requirements for water availability under the County Code. I'm open for questions if you have any with regards to any issues. With regards to the master plan but I don't really want to go over a whole lot of other issues since we've already presented them to you before.

CHAIRMAN ANAYA: Okay. Thank you, Rosanna. Is there any questions of

Rosanna. Thank you. Okay, this is a public hearing and let me see a show of hands of the people that are going to speak against this case. Four people. Five people. How many people are for this case? One. Oh, you're for and against. What I'd like to do is keep it as brief as possible. Don't repeat yourself or don't repeat what the other person has said. Just stick to the issues. Don't go off onto some other issue. All you that wanted to speak come forward and sit in the front so we can get to you right away. Why don't we just have you all stand up that are going to speak and we'll swear you in all at one time.

[Duly sworn, Thomas Blog testified as follows:]

THOMAS BLOG: Thank you very much. My name is Thomas Blog, 43 Vuelta Maria, Santa Fe, New Mexico. Thank you for your indulgence. I'll attempt to keep this to under four minutes. I am speaking on behalf of the Santa Fe Domestic Well Owners Association. We oppose Suerte del Sur because of its water budget and the sources of its water. We have consistently based our opposition on the following arguments. [Exhibit 9]

One: Paper transfer of out of basin water rights, at least some of which are surface rights to in-basin water rights miles is *China Town* like fiction. The precedent this will set will be devastating to sensible basin management.

Two: Placing a 2,000-foot municipal-grade well in a cluster of many hundreds of existing domestic wells exposes the neighbors to high risk of development. Even the development-funded hydro report says there will be impact to hundreds of nearby wells. One hundred-year hydrology impact studies are dodgy at best and even the developer is not arguing that this project meets any standards of aquifer sustainability. The developer has been unwilling to post a bond or any assurance of no impact.

Three: The developer has been unwilling to provide any assurance that this municipal-grade well will not be used as a point of diversion or connected to a County system. Hence, once this well is in use, nearby residents will have exposure far in excess of the initial requested 120 or so acre-feet.

Four: The developer has proposed a water budget of between .4 and .5 acre-feet per lot. This works out to over 12,000 gallons per lot per month. I, with a family of four and a large lot use less than 3,000 gallons per month. For the County that has great policies of catchment systems, recirculating hot water, low-flow toilets and no guesthouse, to permit this amount of water consumption would be an incredible contradiction and a mixed signal. In no case should there be more than .25 acre-foot of per-built-out lot and we should expect innovation and lower use from such a high-end, high-margin development.

To encapsulate the water argument, this is the wrong well at the wrong place and the wrong depth with the wrong amount of water and with the wrong supply of paper water.

Second and final point. After multiple public hearings, the Commission has weighed these and other arguments such as density and affordable housing and voted a resounding four to one to reject master plan approval. Which raises my second and final point: Why are we here in the middle of the night. When SdS was voted down in February already more than a year of public discourse had been held. A decision was rendered by a very experienced BCC with each member having many years of County politics and County policy experience. If a decision that

was reached after over a year of public debate can be overturned in executive session based on the filing of a request for judicial review, without litigation, then fellow citizens and Commissioners, we in Santa Fe County have a very weak infrastructure for complex public policy issues and render citizen input and BCC votes almost a moot point.

How will the County handle the next large development and out of basin water rights? Does the County have any control over growth other than lot splits by applicants without mega-lawyers. I am even told that the BCC lacks jurisdiction over this master plan application because SdS has appealed the prior denial and this appeal is still pending in district court. I am not a lawyer and this is not about legal subtleties. This is about the ability of the County, with input from its citizens and its developers to manage its own water, growth and destiny.

Please, we implore you, stick with your original rejection. Get a stronger framework of ordinances and policies to follow the comprehensive plan and fight for all of us in court if needed. You have previously made a well heard, well reasoned decision. Stick to it. Please table or vote this down. Thank you very much.

CHAIRMAN ANAYA: Thank you, Tom. I don't want any more applauses. I'd prefer not to do that. Sir.

[Previously sworn, Chris Leibman testified as follows:]

CHRIS LEIBMAN: My name is Chris Leibman. I reside at 6 Cielo Rosado. Chairman, Commissioners, thank you for giving me the opportunity to speak to you tonight. Very simply, I am very concerned that approval of this master plan is not in the interest of the community. I do not believe it protects the health, safety and welfare of the community. I think as you have heard and I'm sure will continue to hear tonight, anything that can impair our water, and we have no alternative. Many of us or in fact all of us are currently solely dependent on our well water. If our well goes dry, well simply, we're in a hard place. So I am struggling to understand how this Commission could possibly consider approval of this master plan when I thought the most fundamental obligation of this Commission, and one I believe you take an oath to, is to protect the health, safety and welfare of the community.

I am at a complete loss to see how approval of this master plan serves that most important role that you are here to serve. Thank you.

CHAIRMAN ANAYA: Thank you, Chris. Sir.

[Previously sworn, Elliot Streeper testified as follows:]

ELLIOT STREEPER: My name is Elliot Streeper. I am the president of the Santa Fe Basin Water Association, which is a different association. And I reside at, my address is P.O. Box 6132 for the Water Basin, Santa Fe, New Mexico.

It was my understanding that the Commission was taking into account the detrimental effect of transferring paper water rights from the Rio Grande into any commercial well within the Santa Fe Basin. I guess that is not the case here tonight but because unless the water rights are coming from somewhere other than what I was aware of, a transfer of any water rights from the Rio Grande, if this is what this application contemplates, it does not compensate in any way for the depletions to the Santa Fe Water Basin. And the Santa Fe Water Basin is a basin that is already in decline as everybody up here knows, and there should be no de facto

creation of new water rights in the Santa Fe Basin, in any way, shape or form.

I would be very surprised if the State Engineer were to approve any water rights transfer from the Lower Rio Grande to the Santa Fe Basin as it is not a compensation for the water that is taken from the Santa Fe Basin which does not de facto equate with the Rio Grande. So I would ask that the County Commission deny any such transfers if this is what's contemplated currently here by this transfer and deny this application based on that problem. The Santa Fe Basin is not getting any better and any transfer of water rights from outside of the basin to be taken out of a commercial well in the Santa Fe Basin is something that should never be allowed. I hope the State Engineer doesn't allow it. Thank you.

CHAIRMAN ANAYA: Thank you, Elliot. Young man, Commissioner.

[Previously sworn, Paul Duran testified as follows:]

PAUL DURAN: Mr. Chairman, Commissioners, my name is Paul Duran. My mailing address is 215 Washington Avenue. I have a couple maps I'd like to hand out to you. I'll be very brief. I'm actually here tonight on behalf of the Catholic Foundation and several people that are interested in acquiring some of the property the foundation owns. If you look at the large piece of paper I gave you it shows seven parcels, seven tracts of land which the foundation, I think in 1998 actually, subdivided and deeded to the public use a 68-foot easement for public use, which is known as Hager Road. And in the Suerte del Sur submittal, they reference Hager Road in condition number 12.

We've met with both Puesta del Sol, which is a neighborhood to the east and with the Pinon Hills people, a neighborhood to the west, about the construction about the construction of this road and about how the seven lots ultimately will be developed in the long run. There was some concern from both subdivisions that additional traffic would be added or be filtered into their subdivisions. And as a result of that, the foundation has agreed to require or impose on their property a condition that would require any future development of those tracts to access, the primary access would be through Hager Road.

So that's pretty much what this is all about. In an effort to live up to those promises to the neighborhood, the foundation has found themselves in a position where they have to build Hager Road by themselves and that is basically about a \$1.5 million road. So what we're asking the Commission to do is in condition 12 of staff's recommendations where it states Los Suenos Trail would be extended south to County Road 70 and New Mexico 599, aka, the Hager Road extension, or extend La Vida Trail easterly through to the Aldea development in the first phase of development. We would like the Commission to consider amending 12 to read as on that paper that I gave you [not provided to recorder] which actually requires Hager Road to be constructed during the first phase of development.

At the last County Commission hearing that you had for this submittal, the applicant stated that they would agree to enter into a cost-sharing agreement with the foundation for the construction of that road and I just wanted to make sure that that becomes part of tonight's record and that Mr. Peters does agree to work with the foundation on a cost-sharing basis of the construction of that road.

I've met with staff several times and I'm almost through. I know you're trying to move

along here. But I've met with staff several times and I think the opinion is that Hager Road is probably the most advantageous road for the neighborhood other than the La Vida Trail extension. So I only ask that you, depending on what you do with this, if it does gain approval this evening, that you do so with the condition, the changes to condition number 12 for Hager Road to be built in the first phase and that Mr. Peters enters into a cost-sharing agreement with the Catholic Foundation. Thank you.

CHAIRMAN ANAYA: Thank you, Commissioner. David.

[Previously sworn, David Gold testified as follows:]

DAVID GOLD: My name is David Gold. I'm also here representing the Santa Fe Domestic Well Owners Association. I just want to briefly comment that in regard to Commissioner Duran's request, we have no problem with that request at all. I also represent the West Santa Fe Association, which covers Pinon Hills.

First of all I want to thank all the volunteers that got all these people here and I'm just wondering if each one of you that's concerned about your well could raise your hands briefly. [Approximately 30 people responded.] And they are. I am too. One of the - the reason that I got into this whole thing was out of concern for my well. Since then I've started realizing that this water rights transfer not only affects our area but the precedent it could set I feel is terribly destructive to the entire county.

The problem with groundwater depletion is that ultimately as you start depleting, eventually, the ground subsides and collapses. What that does is it makes it impossible to ever recharge again in those areas that are subsided. The County is planning on using the Rio Grande as a water source. If eventually, the groundwater is depleted then the water in the Rio Grande will flow underground and it will go down. The acequias ultimately also will be affected. This is happening in Tularosa right now. Groundwater depletion is a problem not just in Santa Fe County; it's a problem throughout New Mexico and through most of the West. It's a very insidious problem because you don't realize it's happening until it's too late. It starts out very slowly then it actually grows exponentially, the destruction that takes place and the effects. By the time you realize it it's too late.

So the reason that I'm here and I think many of our other members are here is because we see it not just as a personal issue but as a much larger issue. But it is a personal issue as well. The County's general plan speaks of the sustainable use of water. This is actually a stronger criterion than the State Engineer uses. In fact, it's a better one. This transfer would not be sustainable. It would cause depletion and which is in fact documented in the hydrology report of the applicant.

So basically, there are two aspects that concern us all about the subdivision. One is the nature of the water rights transfer. The second one as has been brought up is the amount of water they're using. They're asking for a tremendous amount of water. Other subdivisions are currently going out with .17 acre-feet of water. I've talked to other people that monitor their wells and as Tom pointed out earlier, they use .1 or in certain cases like .15. .25 is actually a lot of water for anyone. Therefore we would ask that if you approve this subdivision, that you limit it to .25 acre-feet right now.

Another reason we're asking for this is a scenario that I could certainly see occurring is that they gain approval here tonight and then are denied a water service agreement. In that case we'll be fighting them at the State Engineer, which is going to cost about 30,000 bucks, by the way. That's the number we've been quoted. If that occurs and we lose, I would appreciate it if you would limit the damage that could occur to our neighborhood by cutting it down to .25 acre-feet instead of .5 right now, you would be limiting that damage. That's why we're asking that of you. Another thing to consider, however, is that right now, you're asking everyone in the county to conserve water, and if you approve a higher limit, the message that that sends to citizens, let's just say that the Commission's intentions could be misinterpreted.

So anyway, I feel this Commission is showing great vision and concern for the community. I would urge you to continue to do so. Another thing that we would like to see if it's possible is that maybe require it ultimately to hook up to County water when it is available and cap their well. But of the conditions, the .25 acre-feet is very, very important to us and we would appreciate it. You've shown concern for the community and we would appreciate it if that continues. Thank you. *[Exhibit 10]*

CHAIRMAN ANAYA: Thank you, David. Okay. Rosanna. The public hearing is closed and we'll allow Rosanna for some clarification or rebuttal.

MS. VAZQUEZ: The health, safety and welfare of the citizens of this county is codified in the County Code that's been adopted by this Commission and governs every development in this county. The health, safety and welfare of the citizens of this county has been met by this master plan because it meets the County Code requirements that are set out. I'm a little concerned about some of the comments made with regards to our unwillingness to deal with some of the issues that were raised with regards to the well. If you might recall in the February meeting and in the December meeting, our position was not that we were unwilling to deal with, to put money, to set aside money. Our position was very simple and that was we're willing to look at impairments, but impairments is an issue that is dealt with at the OSE level and it is in that level and it is during that process that we were willing to negotiate any problems that there would be with the wells in the surrounding area.

With regards to some of the issues that were raised by Commissioner Duran with regards to Los Suenos Trail. In February we did agree that we would enter into a cost-sharing agreement with the foundation for the construction of the Hager Road extension. We are still willing to do that. Our traffic impact analysis currently does not require us to build the Hager Road extension until phase 3 of this development. It will be used as a secondary emergency access for this development. Primary access for this development is off Los Suenos Trail. The second access was through La Vida Trail. When we sat down with staff early on during the master plan process, the reason that the condition was stated the way it was was very simple and that was because our neighbor is Aldea and Aldea has commercial development. In order for that commercial development to work, in order for it to be fruitful for the entire area it needs traffic. So the two extensions. The two main access points for this road were to go through and over to that area so that we could provide more traffic for commercial development.



So we would agree with the second half of Commissioner Duran's request and that is we will go ahead and enter into a cost-sharing agreement for the Hager Road extension. We would prefer to not have to build it in phase one and build it when our TIA calls for it which is phase 3.

With regards to the water budget, Commissioners, the recommendations and the conditions of approval state that we are required prior to preliminary to submit a more detailed water budget. Our water budget didn't meet to the satisfaction of Dr. Wust and we agreed to do that. We're still in agreement with regards to that. We would prefer to go forward with the water budget that we can work on with Dr. Wust at that point.

In February of 2005 the issue with regards to getting on the County utility was brought up by the neighbors and we actually requested it from this Commission. We are still before you today requesting to get service from the County utility system. We would agree to a condition that would read that the subdivision in its entirety shall be served by the County utility system. I believe the concern of the neighbors is that that well will be used to serve this subdivision. It is obviated by that condition itself so we would agree to a condition like that. I stand for questions if you have any. Thank you.

CHAIRMAN ANAYA: Thank you, Rosanna. Is there any questions of Rosanna?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Rosanna, then condition 12 as Commissioner Duran has presented to us is not agreeable?

MS. VAZQUEZ: Mr. Chairman, Commissioners, I would propose that condition 12 as stated in the staff report with the added language that the developer will enter into a cost-sharing agreement with the owners of the property or the foundation. I'm unsure who's paying for the road at this point. I was under the impression it was the purchasers of the property and not the foundation, but whoever it is, we will enter into a cost-sharing agreement with them for the construction of that road.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Any other comments, questions? Then what is the pleasure of this Board? I'd just like to say a few comments then. I think that first of all, I want to thank the public for coming out late. I know you could be doing other things, better things, and it's important that we listen to your comments. I want to thank those speakers that spoke because those are legitimate concerns that the Commission is going to look at. Right now, this is a master plan approval. It is a conceptual idea of what the developer is going to do. There's still a lot of questions that the Commission has. There's still a lot of work that staff is going to be working with the developer and we're not the experts in water or transfers, so we need to find those answers out. And that is why we're here and in order to our job correctly I think we need to move this project forward so when we come in for preliminary and final these questions will have been answered and addressed.

Right now we don't have those and our Code does not require them to have that lined

out right now. So we are following our Code. We are following the CDRC's approval and our staff approval. So I'd like to make a motion to approve this with staff conditions and with the condition of changing item number 12 to a cost-sharing agreement, and under item number 3 that we add the language, "shall be recorded." We're still going to look into your concerns but at this point they followed the County Code. They've done everything that we have asked them to do and I feel that we're moving in the right direction. Is there a second.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: There's been a motion and a second. Discussion?

COMMISSIONER MONTOYA: Mr. Chairman. Clarification, Steve, on the comment that was made regarding that the BCC lacks jurisdiction over this master plan application. Is that correct?

MR. ROSS: Mr. Chairman, Commissioner Montoya, I don't believe it is in this case.

COMMISSIONER MONTOYA: Mr. Chairman, I think you stated it very well and our Code says verbatim, "Master plan approval does not confer a vested development right by the applicant. And I think the message that this is master plan approval, it is master plan approval and there are other steps, and this is the first step and some of the comments made regarding litigation, I think this will help in resolving some of the existing litigation and moving this case forward from the Board of County Commissioners. As I stated when this was brought up for reconsideration, I believe that that is one of our fundamental duties as well is to ensure that we protect all taxpayers in Santa Fe County from any potential litigation and I believe that that's what we're doing and we're acting responsibly as policy makers by doing this and moving this case forward.

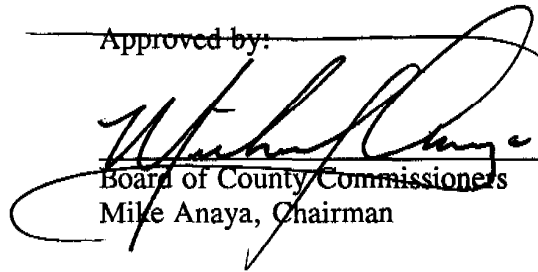
CHAIRMAN ANAYA: There's been a motion and a second. Any more discussion?

**The motion to approve CDRC Case #DP 03-5780 passed by majority 3-2 voice vote with Commissioners Vigil and Sullivan voting against.**

**XIV. ADJOURNMENT**

Chairman Anaya declared this meeting adjourned at approximately 9:30 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 CLERK RECORDED 09/12/2005




Some thoughts on the future of  
 Richards Avenue

In the collection "The County Single Management Plan and  
 the County Single Management Plan and  
 the County Single Management Plan"

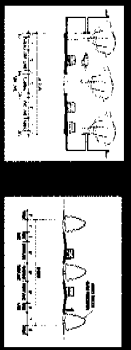
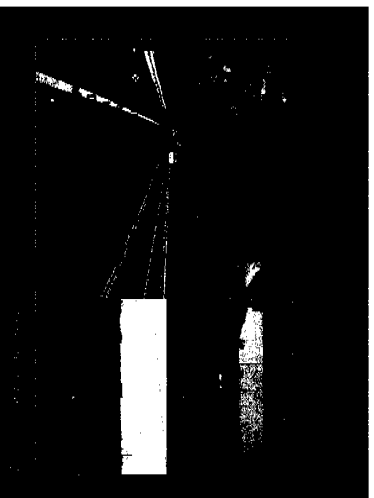
Long Priority Roads where transit and bicycle lanes  
 are key design decisions over all phases

- Transit Priority Roads where vehicles have primary design  
 consideration
- Mixed Priority Roads for transition areas

Long Priority Road within a Village Zone or a New  
 Community Center and transit on a Road Priority in the Village  
 Separated in Open Space Zones between village or other  
 development zones.



The selected road alternatives accommodate these lane use  
 and changes at the road edges, the streetscape and the  
 roadway form that distinguish Long Priority from Mixed  
 Priority Roads.

The District plan has a highly connected road and  
 trail network to link activity centers and distribute  
 traffic

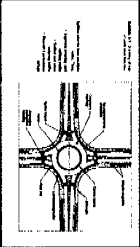
Because of barriers to north-south connections – I-  
 205 and the arrow system – some roads such as  
 Richards and SR 14 will bear more traffic than  
 others





Advantages of roundabouts

A roundabout is a type of junction or interchange in a road network. It is a circular road with a central island or islands, partially or fully enclosed by a raised kerb, around which traffic flows in a single direction. Roundabouts are used to manage traffic flow at junctions and to provide a safe and efficient way to handle high volumes of traffic.



Advantages of roundabouts

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Advantages of roundabouts

Roundabouts are a type of junction or interchange in a road network. They are used to manage traffic flow at junctions and to provide a safe and efficient way to handle high volumes of traffic.

Roundabout Type	Capacity (veh/h)	Delay (s/veh)	Queue Length (veh)
Single-lane roundabout	1,000	15	10
Two-lane roundabout	1,500	10	15
Three-lane roundabout	2,000	8	20
Four-lane roundabout	2,500	6	25
Five-lane roundabout	3,000	5	30
Six-lane roundabout	3,500	4	35
Seven-lane roundabout	4,000	3	40
Eight-lane roundabout	4,500	2	45
Nine-lane roundabout	5,000	1	50
Ten-lane roundabout	5,500	1	55

Roundabouts

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How can bike and pedestrian traffic share the roadway safely?

- Roundabouts are a type of junction or interchange in a road network. They are used to manage traffic flow at junctions and to provide a safe and efficient way to handle high volumes of traffic.
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Five-lane roundabout	3,000	5	30
Six-lane roundabout	3,500	4	35
Seven-lane roundabout	4,000	3	40
Eight-lane roundabout	4,500	2	45
Nine-lane roundabout	5,000	1	50
Ten-lane roundabout	5,500	1	55

Roundabouts

- Roundabouts are a type of junction or interchange in a road network. They are used to manage traffic flow at junctions and to provide a safe and efficient way to handle high volumes of traffic.
- Roundabouts are a type of junction or interchange in a road network. They are used to manage traffic flow at junctions and to provide a safe and efficient way to handle high volumes of traffic.
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Roundabout Type	Capacity (veh/h)	Delay (s/veh)	Queue Length (veh)
Single-lane roundabout	1,000	15	10
Two-lane roundabout	1,500	10	15
Three-lane roundabout	2,000	8	20
Four-lane roundabout	2,500	6	25
Five-lane roundabout	3,000	5	30
Six-lane roundabout	3,500	4	35
Seven-lane roundabout	4,000	3	40
Eight-lane roundabout	4,500	2	45
Nine-lane roundabout	5,000	1	50
Ten-lane roundabout	5,500	1	55



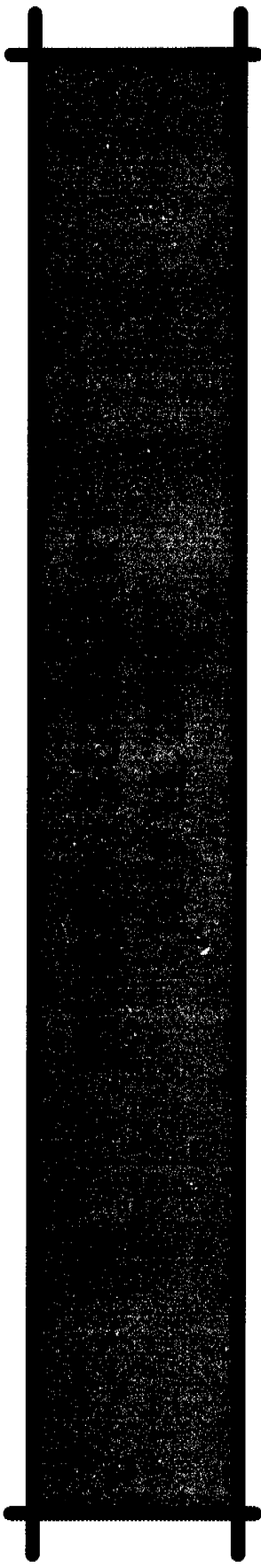


EXHIBIT  
Z

**Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005**

**\$8,490,000**

SFC CLERK RECORDED 09/12/2005



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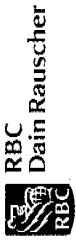
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# PRICING SUMMARY



## SERIES 2005 SUMMARY



<b>Issue Size:</b>	<b>\$8,490,000</b>
<b>Maturity Dates:</b>	<b>2006-2016</b>
<b>Average Life:</b>	<b>6.818 Years</b>
<b>Ratings:</b>	<b>Moody's: Aaa (Underlying Aa2)</b>
<b>Credit Enhancement:</b>	<b>MBIA (16.8 bps)</b>
<b>Average Coupon:</b>	<b>3.877%</b>
<b>True Interest Cost (%):</b>	<b>3.637%</b>
<b>Arbitrage Yield</b>	<b>3.572%</b>
<b>All Inclusive Cost (AIC):</b>	<b>3.792%</b>
<b>Net Present Value Benefit:</b>	<b>\$563,321.12</b>
<b>Net Present Value Savings:</b>	<b>6.722%</b>

# RECENT COMPARABLES



Year	Santa Fe County, NM \$8,490,000 Aaa General Obligation 7/11/2005	Bullard ISD, TX \$11,735,000 AAA General Obligation 7/11/2005	Hermitage ISD, PA \$11,000,000 Aaa Revenue Bonds 7/11/2005	Jackson, MS \$20,960,000 Aaa/AAA Revenue 7/11/2005
2006	2.700%		2.800%	2.70%
2007	2.830%		2.900%	2.83%
2008	2.940%	2.950%	3.000%	2.95%
2009	3.090%	3.090%	3.100%	3.06%
2010	3.210%	3.190%	3.250%	3.20%
2011	3.340%		3.380%	3.34%
2012	3.440%		3.500%	3.48%
2013	3.560%		3.590%	3.58%
2014	3.670%		3.670%	3.68%
2015	3.750%	3.770%	3.750%	3.76%
2016	3.820%	3.890%	3.930%	3.82%
2017		4.030%	4.000%	3.95%
2018		4.120%	4.070%	
2019		4.180%	4.130%	
2020		4.240%	4.190%	
2021		4.300%		
2022		4.360%		
2023		4.420%		
2024				
2025				
2026				
	Call: Non-Callable MBIA Insured	Call: 2/15/15 @ 100 FSA Insured	Call: 8/1/15 @ 100 MBIA Insured	Call: 10/1/15 @ 100 Ambac Insured



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# SOURCES & USES



## Sources Of Funds

Par Amount of Bonds	\$8,490,000.00
Reoffering Premium	165,510.70
Transfers from Prior Issue Debt Service Funds	35,963.96

**Total Sources** **\$8,691,474.66**

## Uses Of Funds

Total Underwriter's Discount (0.599%)	50,855.10
Costs of Issuance	66,510.73
Gross Bond Insurance Premium	18,000.00
Deposit to Net Cash Escrow Fund	8,556,108.83

**Total Uses** **\$8,691,474.66**



# SERIES 2005 PRICING SUMMARY



Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
07/01/2006	Serial Coupon	3.250%	2.700%	90,000.00	100.467%	90,420.30
07/01/2007	Serial Coupon	3.250%	2.830%	450,000.00	100.757%	453,406.50
07/01/2008	Serial Coupon	3.250%	2.940%	655,000.00	100.844%	660,528.20
07/01/2009	Serial Coupon	3.250%	3.090%	815,000.00	100.576%	819,694.40
07/01/2010	Serial Coupon	3.500%	3.210%	835,000.00	101.295%	845,813.25
07/01/2011	Serial Coupon	3.750%	3.340%	860,000.00	102.165%	878,619.00
07/01/2012	Serial Coupon	3.750%	3.440%	885,000.00	101.879%	901,629.15
07/01/2013	Serial Coupon	4.000%	3.560%	920,000.00	102.993%	947,535.60
07/01/2014	Serial Coupon	4.000%	3.670%	950,000.00	102.475%	973,512.50
07/01/2015	Serial Coupon	4.000%	3.750%	990,000.00	102.042%	1,010,215.80
07/01/2016	Serial Coupon	5.000%	3.820%	200,000.00	110.411%	220,822.00
07/01/2016	Serial Coupon	4.000%	3.820%	840,000.00	101.585%	853,314.00
<b>Total</b>				<b>\$8,490,000.00</b>		<b>\$8,655,510.70</b>

## Bid Information

Par Amount of Bonds	\$8,490,000.00
Reoffering Premium or (Discount)	165,510.70
Gross Production	\$8,655,510.70
Total Underwriter's Discount (0.599%)	\$(50,855.10)
Bid (101.350%)	8,604,655.60
Total Purchase Price	\$8,604,655.60
Bond Year Dollars	\$57,886.58
Average Life	6.818 Years
Average Coupon	3.8772542%
Net Interest Cost (NIC)	3.6791848%
True Interest Cost (TIC)	3.6365953%



SFC CLERK RECORDED 09/12/2005

# DEBT SERVICE COMPARISON



Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
07/01/2006	366,472.47	322,050.00	688,522.47	753,617.50	65,095.03
07/01/2007	765,062.50	-	765,062.50	831,567.50	66,505.00
07/01/2008	955,437.50	-	955,437.50	1,021,567.50	66,130.00
07/01/2009	1,094,150.00	-	1,094,150.00	1,161,067.50	66,917.50
07/01/2010	1,087,662.50	-	1,087,662.50	1,151,287.50	63,625.00
07/01/2011	1,083,437.50	-	1,083,437.50	1,149,167.50	65,730.00
07/01/2012	1,076,187.50	-	1,076,187.50	1,144,542.50	68,355.00
07/01/2013	1,078,000.00	-	1,078,000.00	1,142,817.50	64,817.50
07/01/2014	1,071,200.00	-	1,071,200.00	1,138,730.00	67,530.00
07/01/2015	1,073,200.00	-	1,073,200.00	1,137,280.00	64,080.00
07/01/2016	1,083,600.00	-	1,083,600.00	1,149,750.00	66,150.00
<b>Total</b>	<b>\$10,734,409.97</b>	<b>\$322,050.00</b>	<b>\$11,056,459.97</b>	<b>\$11,781,395.00</b>	<b>\$724,935.03</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	592,774.35
Net PV Cashflow Savings @ 3.792%(AIC)	592,774.35
Transfers from Prior Issue Debt Service Fund	(35,963.96)
Contingency or Rounding Amount	6,510.73
Net Present Value Benefit	\$563,321.12
Net PV Benefit / \$8,380,000 Refunded Principal	6.722%
Net PV Benefit / \$8,490,000 Refunding Principal	6.635%



SFC CLERK RECORDED 09/12/2005



# SERIES 2005 NET DEBT SERVICE SCHEDULE



Date	Principal	Coupon	Interest	Total P+I	Existing		Net New D/S
					D/S	D/S	
07/01/2006	90,000.00	3.250%	276,472.47	366,472.47	322,050.00	-	688,522.47
07/01/2007	450,000.00	3.250%	315,062.50	765,062.50	-	-	765,062.50
07/01/2008	655,000.00	3.250%	300,437.50	955,437.50	-	-	955,437.50
07/01/2009	815,000.00	3.250%	279,150.00	1,094,150.00	-	-	1,094,150.00
07/01/2010	835,000.00	3.500%	252,662.50	1,087,662.50	-	-	1,087,662.50
07/01/2011	860,000.00	3.750%	223,437.50	1,083,437.50	-	-	1,083,437.50
07/01/2012	885,000.00	3.750%	191,187.50	1,076,187.50	-	-	1,076,187.50
07/01/2013	920,000.00	4.000%	158,000.00	1,078,000.00	-	-	1,078,000.00
07/01/2014	950,000.00	4.000%	121,200.00	1,071,200.00	-	-	1,071,200.00
07/01/2015	990,000.00	4.000%	83,200.00	1,073,200.00	-	-	1,073,200.00
07/01/2016	1,040,000.00	4.192%	43,600.00	1,083,600.00	-	-	1,083,600.00
<b>Total</b>	<b>\$8,490,000.00</b>	<b>-</b>	<b>\$2,244,409.97</b>	<b>\$10,734,409.97</b>	<b>\$322,050.00</b>	<b>\$322,050.00</b>	<b>\$11,056,459.97</b>



SFC CLERK RECORDED 09/12/2005

# MARKET CONDITIONS AT PRICING

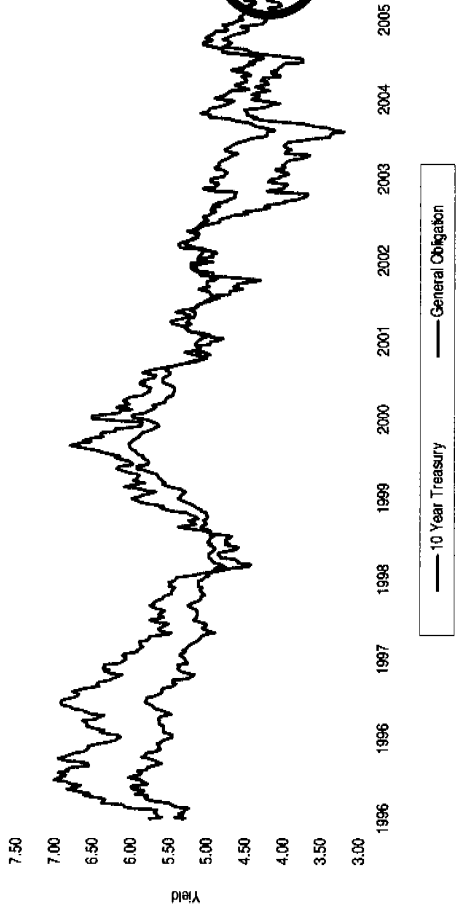


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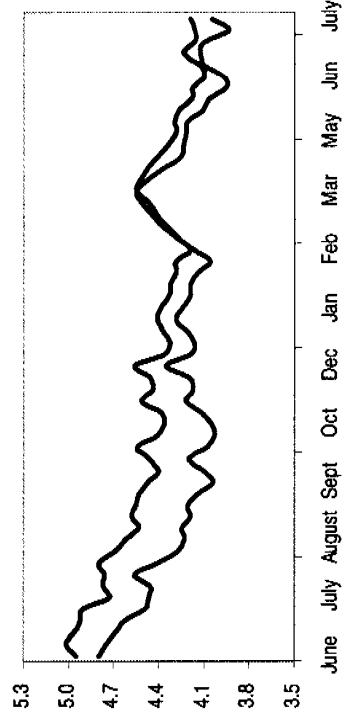
# HISTORICAL INTEREST RATES



**Bond Buyer's Index**  
 January 1, 1996 To Present (July 7, 2005)  
 10 Year General Obligation vs. 10 Year Treasury



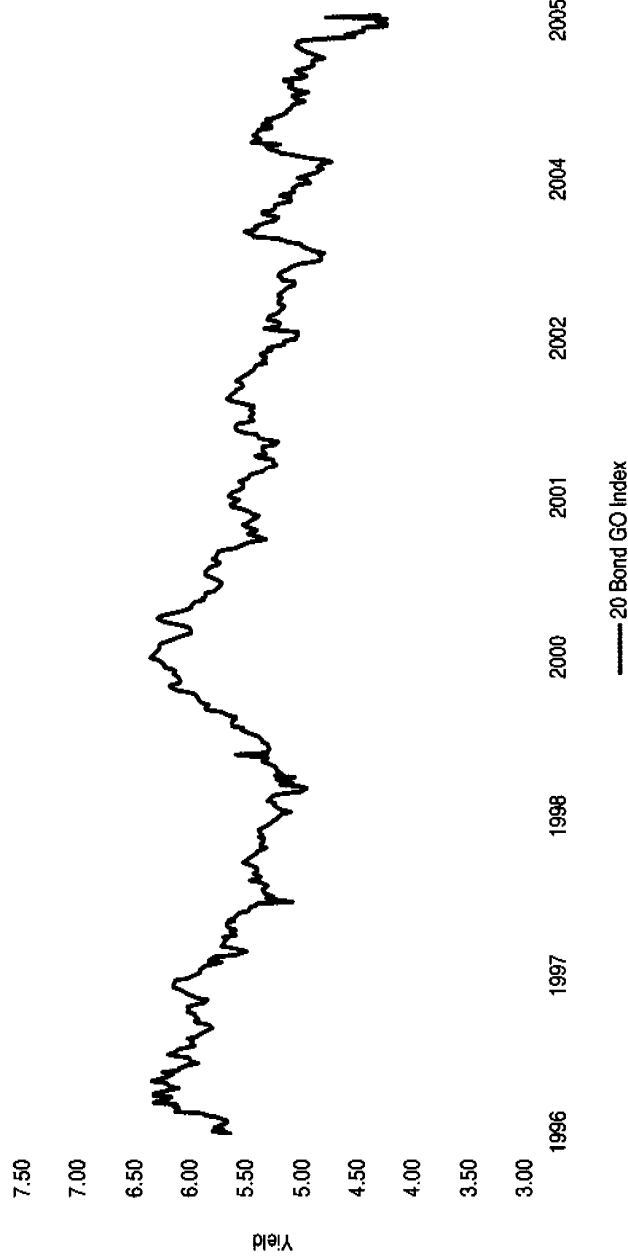
**One Year History of Interest Rates**  
 (June 1, 2004 to July 7, 2005)  
 General Obligation vs. 10 Year Treasury



# MARKET CONDITIONS - GO BOND INDEX



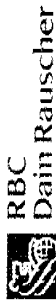
Bond Buyer's Index  
 January 1, 1996 To Present (July 7, 2005)  
 20 Bond GO Index



Previous Low (6/21/03): 4.21%  
 Recent Low (6/02/05): 4.18%  
 Today (7/11/05): 4.27%



# MARKET UPDATE - MONDAY, JULY 11, 2005



## Fixed Income Strategy Group

Possibly hedging themselves for a data-loaded end of the week, investors are pushing Treasury prices lower this morning with the benchmark 10yr note off about a quarter point to yield 4.11 percent. Yields have drifted higher in recent weeks, economic data notwithstanding, although this week could provide some interesting challenges. Inflation measures, retail sales data, and budget numbers are all expected to move the market depending on their performance over their respected periods. Taking a step back, however, a number released last Friday afternoon had added significance to the market although most investors may have missed it.

According to the Federal Reserve's latest report on credit, consumers are borrowing at their slowest pace in years. Consumer credit dropped by \$3.0 billion in May after increasing by \$1.2 billion in April. The first drop in overall credit since November of 2003 and the largest since December of 1990, this decrease in credit is fairly substantial. The contraction was widespread with both revolving and nonrevolving lines of credit disappointing in May. Surprisingly, it was the non-revolving component that was the weakest of the two distinct lines credit. Credit that is only tapped once, like home equity or car loans, have been the backbone of the consumers' borrowing structure for past few years. In addition to being the most popular, it was also the most consistent with more stable fluctuations over time compared to its revolving counterpart. A majority of that has to do with consumers' outlook on future economic activity whereas revolving lines of credit, like credit cards, are more of a stopgap for dips in income and spending. Typically with a longer duration *upfront* (although outstanding credit card balances are becoming longer in nature everyday), consumers need to feel comfortable in their use of non-revolving credit in order to finance the accompanying payments. Astonishingly, despite lower interest rates, consumers have shunned such loans.

Even though the Federal Reserve apparently feels comfortable enough to keep increasing short-term borrowing costs a quarter of a percent at a time, future consumer activity appears soft. Keeping in mind, of course, that the consumer accounts for two-thirds of measured economic activity, its hard to see growth expand at , much less above, current trends. Eventually, the Fed will have to respond to this dynamic should conditions worsen from here.



SFC CLERK RECORDED 09/12/2005



# RATING REPORT



SFC CLERK RECORDED 09/12/2005

Moody's Rating.txt

MOODY'S ASSIGNS Aa2 RATING TO SANTA FE COUNTY (NM) \$8.59 MILLION GO REFUNDING BONDS, SERIES 2005

RATING AFFIRMATION AFFECTS \$47 MILLION IN DEBT, INCLUDING CURRENT ISSUE

Santa Fe (County of) NM  
County  
New Mexico

Moody's Rating

Issue	Rating
General Obligation Refunding Bonds, Series 2005	Aa2
Sale Amount	\$8,590,000
Expected Sale Date	07/11/05
Rating Description	General Obligation, Unlimited Tax

NEW YORK, July 8, 2005 -- Moody's Investors Service has assigned a Aa2 rating to Santa Fe County's [NM] upcoming sale of \$8.59 million General Obligation Refunding Bonds, Series 2005. At the same time, Moody's has affirmed the Aa2 rating on the County's \$38.5 million in outstanding parity debt. The rating actions reflect the County's large and diverse tax base supported by fairly affluent individuals; a ~~multi-year trend of solid financial operations; and a low debt burden. Proceeds from the sale of Bonds will be used to refund certain outstanding debt in order to lower overall debt service requirements.~~

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

HIGH-END RESIDENTIAL AND RETAIL DEVELOPMENT FUEL TAX BASE GROWTH

Located in north central New Mexico, Santa Fe County encompasses 1,909 square miles. Officials believe only 50% of the County's land area is developed, leaving ample availability for future growth. The City of Santa Fe is home to the state capital and 10,000 state and federal government jobs, offering stability in the economy. In addition, Santa Fe has historically served as an upscale, resort community and second-home destination for individuals all over the southwestern portion of the United States. Due to the socioeconomic mix of the majority of individuals living within the County, the 2000 Census per capita income of \$23,594 surpassed the state's, equaling 137% of the state and 109% of the nation. Officials report high-end residential construction continues in the County with sale prices ranging between \$3 million and \$4 million. In addition, expansion of large retail establishments and restaurants is underway to serve a growing population. New development and healthy reappraisal of existing properties has boosted the County's assessed valuation a steady 6.5% annually over the past three years to \$4.37 billion in fiscal 2005, resulting in a sizable full value of \$13.3 billion. Officials indicate with reappraisal capped at 3% annually, the bulk of the \$321 million, or 7.9% increase in value between 2004 and 2005 is related to new development. Additionally, the anticipated increase for fiscal 2006 is 11% or \$500 million, primarily due to ongoing home construction and retail expansion. Moody's believes new and planned development will continue to result in the County's assessed value expanding at favorable rates.

SOLID FINANCIAL OPERATIONS BOLSTERED BY AMPLE RESERVES

Despite a one-time draw on the reserve at fiscal year-end 2002 to finance capital expenditures, the County has historically added to the general fund balance annually. Between fiscal years 2001 and 2004, the County's general fund reserve has grown from \$18.6 million or 50.3% of general fund revenues to an ample \$21 million

SFC CLERK RECORDED 09/12/2005

Moody's Rating.txt

or 54% of general fund revenues. The reserve level far exceeds the state requirement that County's maintain 3/12ths of operations in reserve. Officials attribute the increases to conservative budgeting practices and growing operating resources derived from a larger assessed valuation. On an unaudited basis, officials indicate the fund balance will increase to \$22 million at fiscal year-end 2005. Expenditure pressures are mainly due to ensuring public safety facilities and staffing are consistent with state and federal mandates and water resource management. Although the general fund has annually subsidized the jail facility, officials report the transfer will decline \$2 million in fiscal 2005. Operating revenues are primarily derived from property taxes and gross receipt taxes (84.7%) and grants (9.0%). Moody's believes the County's financial position will remain solid over the medium term as officials maintain their commitment to prudent fiscal practices. The favorable financial position is a key component of the County's Aa2 rating.

#### MODEST DEBT POSITION MAY EXPERIENCE UPWARD PRESSURE WITH PLANNED CAPITAL PROJECTS

Inclusive of the current issue, the County's direct and overall debt ratios are modest at 0.4% and 0.9%, respectively, both expressed as a percent of the County's full valuation. Voters passed a \$72.5 million bond authorization in November 2004 for roads, water projects and fire safety. The plan for issuance includes borrowing \$11.5 million during the latter portion of 2005 for roads and fire safety and a subsequent installment of \$61 million in 2007 for water projects and roads. With only about \$47 million in outstanding debt, the County will almost triple the amount of debt outstanding after exhausting the new authorization. Using a proforma assessed valuation growth rate of 6.5% over the next two fiscal years, Moody's anticipates the direct debt ratio of the County to increase modestly to 0.8% after the sale of the new debt. While management reports the County will raise the interest and sinking fund tax rate to cover the debt service on the new bonds, officials have indicated the rate will not increase above two mills. Moody's believes the County's debt position will remain manageable despite future borrowing plans as principal is retired at an expeditious 80.2% in ten years and as assessed valuation growth continues.

#### KEY STATISTICS:

2004 Estimated Population: 138,705

2005 Full Value: \$13.3 billion

2005 Full Value per Capita: \$95,909

2000 Census Per Capita Income: \$23,594 (137% of State)

Direct Debt Ratio: 0.4%

Overall Debt Ratio: 0.9%

Payout of Principal (10 years): 80.2%

FY 2004 General Fund Balance: \$20.98 million (54% of General Fund revenues)

Post Sale Parity Debt Outstanding: \$47 million

#### ANALYSTS:

Nora Wittstruck, Analyst, Public Finance Group, Moody's Investors Service  
Maria Erickson, Backup Analyst, Public Finance Group, Moody's Investors Service





# FINAL NUMBERS



**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

## Refunding Summary

Part 1 of 2

Dated 08/18/2005 | Delivered 08/18/2005

### Sources Of Funds

Par Amount of Bonds	\$8,490,000.00
Reoffering Premium	165,510.70
Transfers from Prior Issue Debt Service Funds	35,963.96
<b>Total Sources</b>	<b>\$8,691,474.66</b>

### Uses Of Funds

Total Underwriter's Discount (0.599%)	50,855.10
Costs of Issuance	66,510.73
Gross Bond Insurance Premium	18,000.00
Deposit to Net Cash Escrow Fund	8,556,108.83
<b>Total Uses</b>	<b>\$8,691,474.66</b>

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for	7/12/2005
Date of OMP Candidates	
Net Cash Escrow Fund Solution Method	Net Funded
Total Cost of Investments	\$8,556,108.83
Interest Earnings @ 3.462%	255,458.67
Total Draws	\$8,811,567.50

### Issues Refunded And Call Dates

Series 1997	7/01/2006
-------------	-----------

Series 2005 Preliminary F | SINGLE PURPOSE | 7/12/2005 | 8:36 AM

**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

## Refunding Summary

Part 2 of 2

Dated 08/18/2005 | Delivered 08/18/2005

### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 3.792%(AIC)	592,774.35
Transfers from Prior Issue Debt Service Fund	(35,963.96)
Contingency or Rounding Amount	6,510.73
Net Present Value Benefit	\$563,321.12
Net PV Benefit / \$8,380,000 Refunded Principal	6.722%
Net PV Benefit / \$8,490,000 Refunding Principal	6.635%

### Bond Statistics

Average Life	6.818 Years
Average Coupon	3.8772542%
Net Interest Cost (NIC)	3.6791848%
Bond Yield for Arbitrage Purposes	3.5717190%
True Interest Cost (TIC)	3.6365953%
All Inclusive Cost (AIC)	3.7919447%

Series 2005 Preliminary F | SINGLE PURPOSE | 7/12/2005 | 8:36 AM

**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

**Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
07/01/2006	Serial Coupon	3.250%	2.700%	90,000.00	100.467%	90,420.30
07/01/2007	Serial Coupon	3.250%	2.830%	450,000.00	100.757%	453,406.50
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07/01/2010	Serial Coupon	3.500%	3.210%	835,000.00	101.295%	845,813.25
07/01/2011	Serial Coupon	3.750%	3.340%	860,000.00	102.165%	878,619.00
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07/01/2013	Serial Coupon	4.000%	3.560%	920,000.00	102.993%	947,535.60
07/01/2014	Serial Coupon	4.000%	3.670%	950,000.00	102.475%	973,512.50
07/01/2015	Serial Coupon	4.000%	3.750%	990,000.00	102.042%	1,010,215.80
07/01/2016	Serial Coupon	5.000%	3.820%	200,000.00	110.411%	220,822.00
07/01/2016	Serial Coupon	4.000%	3.820%	840,000.00	101.585%	853,314.00
<b>Total</b>	-	-	-	<b>\$8,490,000.00</b>	-	<b>\$8,655,510.70</b>

**Bid Information**

Par Amount of Bonds	\$8,490,000.00
Reoffering Premium or (Discount)	165,510.70
Gross Production	\$8,655,510.70
Total Underwriter's Discount (0.599%)	\$(50,855.10)
Bid (101.350%)	8,604,655.60
Total Purchase Price	\$8,604,655.60
Bond Year Dollars	\$57,886.58
Average Life	6.818 Years
Average Coupon	3.8772542%
Net Interest Cost (NIC)	3.6791848%
True Interest Cost (TIC)	3.6365953%

SFC CLERK RECORDED 09/12/2005

**\$10,500,000**

Santa Fe County, New Mexico  
General Obligation Bonds  
Series 1997

**Total Refunded Debt Service**

Date	Principal	Coupon	Interest	Total P+I
07/01/2006	-	7.350%	431,567.50	431,567.50
07/01/2007	400,000.00	5.000%	431,567.50	831,567.50
07/01/2008	610,000.00	5.000%	411,567.50	1,021,567.50
07/01/2009	780,000.00	5.100%	381,067.50	1,161,067.50
07/01/2010	810,000.00	5.200%	341,287.50	1,151,287.50
07/01/2011	850,000.00	5.250%	299,167.50	1,149,167.50
07/01/2012	890,000.00	5.250%	254,542.50	1,144,542.50
07/01/2013	935,000.00	5.250%	207,817.50	1,142,817.50
07/01/2014	980,000.00	5.250%	158,730.00	1,138,730.00
07/01/2015	1,030,000.00	5.100%	107,280.00	1,137,280.00
07/01/2016	1,095,000.00	5.000%	54,750.00	1,149,750.00
<b>Total</b>	<b>\$8,380,000.00</b>	<b>-</b>	<b>\$3,079,345.00</b>	<b>\$11,459,345.00</b>

**Yield Statistics**

Average Life	7.002 Years
Weighted Average Maturity (Par Basis)	7.002 Years
Average Coupon	5.1515897%

**Refunding Bond Information**

Refunding Dated Date	8/18/2005
Refunding Delivery Date	8/18/2005

SFC CLERK RECORDED 09/12/2005

**\$10,500,000**

Santa Fe County, New Mexico  
General Obligation Bonds  
Series 1997

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
07/01/2006	8,380,000.00	431,567.50	8,811,567.50	-	7.350%	431,567.50	431,567.50
07/01/2007	-	-	-	400,000.00	5.000%	431,567.50	831,567.50
07/01/2008	-	-	-	610,000.00	5.000%	411,567.50	1,021,567.50
07/01/2009	-	-	-	780,000.00	5.100%	381,067.50	1,161,067.50
07/01/2010	-	-	-	810,000.00	5.200%	341,287.50	1,151,287.50
07/01/2011	-	-	-	850,000.00	5.250%	299,167.50	1,149,167.50
07/01/2012	-	-	-	890,000.00	5.250%	254,542.50	1,144,542.50
07/01/2013	-	-	-	935,000.00	5.250%	207,817.50	1,142,817.50
07/01/2014	-	-	-	980,000.00	5.250%	158,730.00	1,138,730.00
07/01/2015	-	-	-	1,030,000.00	5.100%	107,280.00	1,137,280.00
07/01/2016	-	-	-	1,095,000.00	5.000%	54,750.00	1,149,750.00
<b>Total</b>	<b>\$8,380,000.00</b>	<b>\$431,567.50</b>	<b>\$8,811,567.50</b>	<b>\$8,380,000.00</b>	<b>-</b>	<b>\$3,079,345.00</b>	<b>\$11,459,345.00</b>

**Yield Statistics**

Average Life	7.002 Years
Weighted Average Maturity (Par Basis)	7.002 Years
Average Coupon	5.1515897%

**Refunding Bond Information**

Refunding Dated Date	8/18/2005
Refunding Delivery Date	8/18/2005

SFC CLERK RECORDED 09/12/2005

**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2006	90,000.00	3.250%	276,472.47	366,472.47
07/01/2007	450,000.00	3.250%	315,062.50	765,062.50
07/01/2008	655,000.00	3.250%	300,437.50	955,437.50
07/01/2009	815,000.00	3.250%	279,150.00	1,094,150.00
07/01/2010	835,000.00	3.500%	252,662.50	1,087,662.50
07/01/2011	860,000.00	3.750%	223,437.50	1,083,437.50
07/01/2012	885,000.00	3.750%	191,187.50	1,076,187.50
07/01/2013	920,000.00	4.000%	158,000.00	1,078,000.00
07/01/2014	950,000.00	4.000%	121,200.00	1,071,200.00
07/01/2015	990,000.00	4.000%	83,200.00	1,073,200.00
07/01/2016	1,040,000.00	4.192%	43,600.00	1,083,600.00
<b>Total</b>	<b>\$8,490,000.00</b>	<b>-</b>	<b>\$2,244,409.97</b>	<b>\$10,734,409.97</b>

### Yield Statistics

Bond Year Dollars	\$57,886.58
Average Life	6.818 Years
Average Coupon	3.8772542%
Net Interest Cost (NIC)	3.6791848%
True Interest Cost (TIC)	3.6365953%
Bond Yield for Arbitrage Purposes	3.5717190%
All Inclusive Cost (AIC)	3.7919447%

### IRS Form 8038

Net Interest Cost	3.5116953%
Weighted Average Maturity	6.839 Years

Series 2005 Preliminary F | SINGLE PURPOSE | 7/12/2005 | 8:37 AM

**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
07/01/2006	90,000.00	3.250%	276,472.47	366,472.47	322,050.00	688,522.47
07/01/2007	450,000.00	3.250%	315,062.50	765,062.50	-	765,062.50
07/01/2008	655,000.00	3.250%	300,437.50	955,437.50	-	955,437.50
07/01/2009	815,000.00	3.250%	279,150.00	1,094,150.00	-	1,094,150.00
07/01/2010	835,000.00	3.500%	252,662.50	1,087,662.50	-	1,087,662.50
07/01/2011	860,000.00	3.750%	223,437.50	1,083,437.50	-	1,083,437.50
07/01/2012	885,000.00	3.750%	191,187.50	1,076,187.50	-	1,076,187.50
07/01/2013	920,000.00	4.000%	158,000.00	1,078,000.00	-	1,078,000.00
07/01/2014	950,000.00	4.000%	121,200.00	1,071,200.00	-	1,071,200.00
07/01/2015	990,000.00	4.000%	83,200.00	1,073,200.00	-	1,073,200.00
07/01/2016	1,040,000.00	4.192%	43,600.00	1,083,600.00	-	1,083,600.00
<b>Total</b>	<b>\$8,490,000.00</b>	<b>-</b>	<b>\$2,244,409.97</b>	<b>\$10,734,409.97</b>	<b>\$322,050.00</b>	<b>\$11,056,459.97</b>

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**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

### Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
07/01/2006	366,472.47	322,050.00	688,522.47	753,617.50	65,095.03
07/01/2007	765,062.50	-	765,062.50	831,567.50	66,505.00
07/01/2008	955,437.50	-	955,437.50	1,021,567.50	66,130.00
07/01/2009	1,094,150.00	-	1,094,150.00	1,161,067.50	66,917.50
07/01/2010	1,087,662.50	-	1,087,662.50	1,151,287.50	63,625.00
07/01/2011	1,083,437.50	-	1,083,437.50	1,149,167.50	65,730.00
07/01/2012	1,076,187.50	-	1,076,187.50	1,144,542.50	68,355.00
07/01/2013	1,078,000.00	-	1,078,000.00	1,142,817.50	64,817.50
07/01/2014	1,071,200.00	-	1,071,200.00	1,138,730.00	67,530.00
07/01/2015	1,073,200.00	-	1,073,200.00	1,137,280.00	64,080.00
07/01/2016	1,083,600.00	-	1,083,600.00	1,149,750.00	66,150.00
<b>Total</b>	<b>\$10,734,409.97</b>	<b>\$322,050.00</b>	<b>\$11,056,459.97</b>	<b>\$11,781,395.00</b>	<b>\$724,935.03</b>

#### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	592,774.35
Net PV Cashflow Savings @ 3.792%(AIC)	592,774.35
Transfers from Prior Issue Debt Service Fund	(35,963.96)
Contingency or Rounding Amount	6,510.73
Net Present Value Benefit	\$563,321.12
Net PV Benefit / \$8,380,000 Refunded Principal	6.722%
Net PV Benefit / \$8,490,000 Refunding Principal	6.635%

#### Refunding Bond Information

Refunding Dated Date	8/18/2005
Refunding Delivery Date	8/18/2005

Series 2005 Preliminary F | SINGLE PURPOSE | 7/12/2005 | 8:37 AM

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**\$8,490,000**

Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

### Escrow Summary Cost

Maturity	Type	Coupon	Yield	Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
<b>Escrow</b>								
01/01/2006	SLGS-CI	3.250%	3.250%	100-.000000	213,202	213,202.00	-	213,202.00
07/01/2006	SLGS-CI	3.490%	3.490%	100-.000000	8,342,906	8,342,906.00	-	8,342,906.00
<b>Subtotal</b>		-	-	-	<b>\$8,556,108</b>	<b>\$8,556,108.00</b>	-	<b>\$8,556,108.00</b>
<b>Total</b>		-	-	-	<b>\$8,556,108</b>	<b>\$8,556,108.00</b>	-	<b>\$8,556,108.00</b>

#### Escrow

Cash Deposit	0.83
Cost of Investments Purchased with Bond Proceeds	8,556,108.00
Total Cost of Investments	\$8,556,108.83

Delivery Date 8/18/2005

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**\$8,490,000**

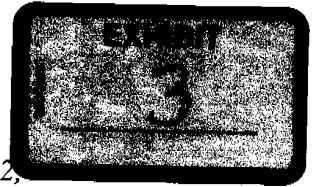
Santa Fe County, New Mexico  
General Obligation Refunding Bonds  
Series 2005 - Negotiated Sale

### Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
08/18/2005	-	-	-	0.83	-	0.83
01/01/2006	213,202.00	3.250%	2,581.78	215,783.78	215,783.75	0.86
07/01/2006	8,342,906.00	3.490%	252,876.89	8,595,782.89	8,595,783.75	-
<b>Total</b>	<b>\$8,556,108.00</b>	<b>-</b>	<b>\$255,458.67</b>	<b>\$8,811,567.50</b>	<b>\$8,811,567.50</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.83
Cost of Investments Purchased with Bond Proceeds	8,556,108.00
Total Cost of Investments	\$8,556,108.83
Target Cost of Investments at bond yield	\$8,548,215.14
Actual positive or (negative) arbitrage	(7,893.69)
Yield to Receipt	3.4621224%
Yield for Arbitrage Purposes	3.5717190%
State and Local Government Series (SLGS) rates for	7/12/2005



Final-- July 12,

EXCERPT FROM A REGULAR MEETING OF  
THE GOVERNING BOARD OF  
SANTA FE COUNTY, NEW MEXICO

The Board of County Commissioners ("the Board") of Santa Fe County ("the County"), New Mexico, met in regular session in full conformity with law and the rules and regulations of the Board at the Santa Fe County Administration Building, in Santa Fe, New Mexico, on July 12, 2005, at the hour of 3:00 p.m. Upon roll call, the following members were found to be present:

Chairman	_____
Member	_____
Member	_____
Member	_____
Member	_____
Absent:	_____
Also Present:	_____
	_____
	_____
	_____

Member \_\_\_\_\_ thereupon introduced and moved for adoption of the following resolution:

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SANTA FE COUNTY, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005, IN THE PRINCIPAL AMOUNT OF \$8,490,000 TO PROVIDE FUNDS TO REFUND THE SANTA FE COUNTY, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 1997, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, the Board has determined and does hereby determine that the Santa Fe County, New Mexico, General Obligation Refunding Bonds, Series 2005 (the "Bonds") shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is 3.67918% which is not more than ten percent (10%) a year; and

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

WHEREAS, the Board has determined to pay all principal of, and interest on, and applicable prior redemption premium due in connection with the outstanding Santa Fe County, New Mexico General Obligation Bonds, Series 1997, maturing on and after July 1, 2007 (the "Refunded Series 1997 Bonds"), as the same become due on or prior to their optional redemption date from the proceeds of the Bonds herein authorized; and

WHEREAS, the County is not delinquent in the payment of principal or interest on any of the Refunded Series 1997 Bonds; and

WHEREAS, the Board is authorized by Sections 6-15-11 through 6-15-22, NMSA 1978, as amended and supplemented, to issue refunding bonds for the purpose of refinancing and refunding the Refunded Series 1997 Bonds in the manner herein provided; and

WHEREAS, the Board hereby determines that the issuance of the Bonds, under current bond market conditions, for the purpose of refunding, refinancing, discharging and paying the Refunded Series 1997 Bonds and prior to their optional redemption date as more fully described herein and in the Escrow Agreement dated as of August 18, 2005, between the County and Bank of Albuquerque, N.A. (the "Escrow Agreement"), will

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result in an over-all reduction of debt service payments to be made by the County, and will effect other savings and economies, all to the benefit of the County; and

WHEREAS, the proceeds of the Bonds will be deposited and used in accordance with the terms of the Escrow Agreement to pay the principal of and interest on the Refunded Series 1997 Bonds; and

WHEREAS, RBC Dain Rauscher Incorporated (the "Underwriter") has agreed to purchase the Bonds at a purchase price of \$8,604,655.60 (representing the par amount of the Bonds less an underwriter's discount of \$50,855.10, plus a reoffering premium of \$165,510.70, plus accrued interest of \$-0- from the date of the Bonds to the date of delivery), and has presented a Bond Purchase Agreement dated July 12, 2005 (the "Bond Purchase Agreement") to the Board setting out the terms with respect to the purchase and sale of the Bonds for approval by the Board in connection with adoption of this Resolution; and

WHEREAS, the Board has received a commitment (the "Commitment") to provide a bond insurance policy (the "Policy") from MBIA Insurance Corporation (the "Bond Insurer"), and hereby determines that it is in the best interest of the County to obtain the Policy to enhance the marketability of the Bonds, thereby resulting in lower net debt service payments on the Bonds; and

WHEREAS, the Board has determined that costs of issuance of the Bonds of \$84,510.63 (which costs of issuance include a premium for the Policy of \$18,000) shall be paid from proceeds of the Bonds; and

WHEREAS, there has been presented to the Board and there has been on file with the Clerk:

1. The proposed form of Bond Purchase Agreement;
2. The proposed form of Escrow Agreement;
3. The proposed form of Continuing Disclosure Undertaking;
4. The proposed form of Official Statement;
5. The Preliminary Official Statement; and
6. The Commitment;

and

WHEREAS, the Bonds shall not be issued until the approval of the State of New Mexico Department of Finance and Administration required by Section 6-15-11, NMSA 1978, is obtained.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. All actions heretofore taken by the Board and the officers and employees of the County directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the aggregate principal amount of \$8,490,000 to the Underwriter.

Section 2. In order to provide funds for the purposes stated above, the Board, on behalf of the County and upon the full faith and credit thereof, shall issue the County's general obligation bonds maturing and bearing interest as follows:

<u>Amount Maturing</u>	<u>Year Maturing (August 1)</u>	<u>Interest Rate (Per Annum)</u>
\$ 90,000	2006	3.250%
450,000	2007	3.250%
655,000	2008	3.250%
815,000	2009	3.250%
835,000	2010	3.500%
860,000	2011	3.750%
885,000	2012	3.750%
920,000	2013	4.000%
950,000	2014	4.000%
990,000	2015	4.000%
200,000	2016	5.000%
840,000	2016	4.000%

The Bonds shall be dated the Delivery Date (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on January 1, 2006, and semiannually thereafter on January 1 and July 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

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

The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the Santa Fe

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

The Bonds shall not be subject to optional redemption or mandatory sinking fund redemption.

Section 3. The Bonds shall constitute the general obligation bonds of the County, payable from general ad valorem taxes which shall be levied without limitation as to rate or amount. The full faith and credit of the County shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the manual or facsimile signature of the Chairman of the Board and shall be attested by the manual or facsimile signature of the County Clerk and shall bear the manual or facsimile seal of the County. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the County, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Chairman of



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

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

#### Section 5.

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

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

principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

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

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

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responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the County determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the County or the Beneficial Owners, the County will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the County shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

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

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

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the County shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the County may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of page intentionally left blank]

[form of bond]

**REGISTERED**

**REGISTERED**

NO. \_\_\_\_\_

\$ \_\_\_\_\_

SANTA FE COUNTY, NEW MEXICO  
GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2005

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

**INTEREST RATE**  
\_\_\_\_\_ % per annum

**MATURITY DATE**  
August 1, \_\_\_\_\_

**SERIES DATE**  
August \_\_, 2005

**CUSIP**

The Board of County Commissioners (the "Board") of Santa Fe County, New Mexico (the "County"), on the faith, credit and behalf of the County, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on January 1, 2006, and thereafter on July 1 and January 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the Santa Fe County Treasurer, Santa Fe, New Mexico, as "registrar/paying agent" (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal corporate trust office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used

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herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding an Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

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

The series of Bonds of which this bond is one is limited to the total principal amount of \$8,490,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by Santa Fe County, New Mexico, for the purpose of refunding and paying the Santa Fe County, New Mexico, General Obligation Bonds, Series 1997, maturing on and after July 1, 2007, under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 6-15-11 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to a resolution of the Board duly adopted and made a law of the County prior to the issuance of this bond (the "Bond Resolution").

The Bonds are not subject to optional redemption.

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

Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

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

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

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

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the County in the issuance of this bond; that the total indebtedness of the County, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due.

This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.



[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication and Registration:

SANTA FE COUNTY TREASURER,  
As Registrar/Paying Agent

By \_\_\_\_\_  
Authorized Officer

[End of Form of Certificate of Authentication]

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[Form of Assignment]

ASSIGNMENT

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

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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

[End of Form of Assignment]

[End of Form of Bond]

[Remainder of page intentionally left blank]

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Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Resolution. The funds realized from the sale of the Bonds shall be applied solely to the specified purpose for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the County, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property in the County, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Resolution is hereby declared to be the certificate of the Board, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Said taxes, when collected, shall be kept by the County in an interest and sinking fund, which is hereby created, to be used solely for the purpose of paying the principal of and interest on the Bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the County and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any funds belonging to the County, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Chairman of the Board, County Clerk, County Treasurer and other officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the entering into of the Escrow Agreement and the Bond Purchase Agreement, the printing of the Bonds, the execution of a continuing disclosure undertaking for the benefit of the Bond purchaser, the execution of letters and agreements with the Depository, the printing and execution of disclosure documents relating to the Bonds, the deposit of Bond proceeds and other legally available moneys necessary to redeem and pay the Refunded Series 1997 Bonds as set forth in the Escrow Agreement, the payment of the costs of issuance of the Bonds, including the payment of the premium for the Bond Insurance Policy, and such certificates as may be required by the Bond purchaser, Bond Insurer or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of County officials, the receipt of the purchase price of the Bonds from the purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

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Section 12. The County covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman of the Board, County Clerk and any other officer and employee of the County having responsibility for the issuance of the Bonds shall give an appropriate certificate of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

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

Section 13. The approval of the New Mexico Department of Finance and Administration as required by Section 6-15-11, NMSA 1978, as amended and supplemented from time to time, will be obtained prior to issuance and delivery of the Bonds to the purchaser.

Section 14. Moneys in any fund not immediately needed (other than moneys deposited pursuant to the Escrow Agreement, which shall be invested in accordance with the provisions of the Escrow Agreement) may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the County hereby covenant to the purchasers and the holders of the Bonds from time to time that the County will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. The County has elected and does hereby declare its intent to exercise, on the behalf and in the name of the County, its option to redeem on July 1, 2006, all of the outstanding Refunded Series 1997 Bonds maturing on and after July 1,

2007, at a redemption price equal to the principal amount of the Refunded Series 1997 Bonds to be optionally redeemed plus accrued interest to July 1, 2006.

Section 16. To assist the purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the County will undertake, pursuant to a written continuing disclosure undertaking, to provide annual financial information and notices of certain material events.

Section 17. After any of the Bonds have been issued, this resolution shall constitute a contract between the County and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. The following notice shall be published in substantially the following form one time in a newspaper having general circulation in the County as soon as is practicable after the adoption hereof.

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[Form of Notice]

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the governing board of Santa Fe County, New Mexico, on the 12<sup>th</sup> day of July, 2005, adopted a resolution entitled:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SANTA FE COUNTY, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005, IN THE PRINCIPAL AMOUNT OF \$8,490,000 TO PROVIDE FUNDS TO REFUND THE SANTA FE COUNTY, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 1997, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE COUNTY; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Resolution directs and authorizes the issuance of the Santa Fe County, New Mexico General Obligation Refunding Bonds, Series 2005, in the aggregate principal amount of \$8,490,000; authorizes the sale of the bonds to RBC Dain Rauscher Incorporated and provides for the delivery thereof; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. Complete copies of the Resolution are available for public inspection during normal and regular business hours at the office of the County Clerk, Santa Fe County Administration Building, 102 Grant Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 12<sup>th</sup> day of July, 2005.

[End of Form of Notice]

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Section 20. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of July, 2005.

SANTA FE COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Chairman  
Board of County Commissioners

ATTEST:

By \_\_\_\_\_  
County Clerk

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[Signature page for Bond Resolution]

Member \_\_\_\_\_ then moved the adoption of the foregoing resolution which motion was seconded by Member Moore.

The motion to adopt said resolution upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_

Those Absent: \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_) members of the Board having voted in favor of said motion, the presiding officer declared said motion carried and said resolution adopted, whereupon the Chairman and County Clerk signed the foregoing proceedings and resolution upon the records of the minutes of the Board.

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After transaction of other business not related to the bond issue, the Board, upon motion duly made, seconded and carried, adjourned the meeting.

SANTA FE COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Chairman  
Board of County Commissioners

ATTEST:

By \_\_\_\_\_  
County Clerk

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[Signature page for Bond Resolution]



**\$8,490,000**  
**SANTA FE COUNTY, NEW MEXICO**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005**

**BOND PURCHASE AGREEMENT**

July 12, 2005

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

Ladies and Gentlemen:

The undersigned, RBC Dain Rauscher Inc. (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Agreement") with Santa Fe County, New Mexico (the "County"). This offer is made subject to acceptance by the County, exercised by the execution of this Agreement by an authorized representative of the County Commission of the County, on behalf of the County, on or before 10:00 p.m., Mountain Daylight Time, on the date of this Agreement. Upon acceptance of this offer and delivery of this Agreement, this Agreement shall be binding upon the County and the Underwriter, subject to the provisions of this Agreement, including Sections 6 and 7 hereof. Capitalized terms not otherwise defined herein have the meanings given to them in the Bond Resolution (as defined below).

**1. Agreement to Purchase and Sell.** Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the County and the County hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the \$8,490,000 aggregate principal amount of Santa Fe County, New Mexico General Obligation Refunding Bonds, Series 2005 (the "Bonds"). The purchase price for the Bonds shall be \$8,604,655.60, representing the principal amount of the Bonds, less an Underwriter's discount of \$50,855.10 and plus a reoffering premium of \$165,510.70, subject Section 8 hereof.

The Bonds are being issued pursuant to a bond resolution of the County Commission of the County adopted on July 12, 2005 (the "Bond Resolution"), and the laws of the State, including Sections 6-15-11 through 6-15-22, NMSA 1978, as amended.

The Bonds shall mature on the dates, and shall bear interest at the rates, as set forth in the Official Statement (defined below) and shall otherwise be in the form and have the terms provided in the Bond Resolution.

2. **Offering of Bonds.** The Underwriter agrees to make an initial offering of the Bonds at the initial offering prices (or yields) set forth on Exhibit A attached hereto. Following the initial offering, the offering prices (or yields) may be changed from time to time by the Underwriter. The Bonds may be offered and sold to certain underwriters (including the Underwriter and other broker/dealers depositing such Bonds into investment trusts) at prices lower than such initial offering prices.

3. **Preliminary Official Statement, Official Statement and Continuing Disclosure.**

(a) The County hereby ratifies and approves the use and distribution by the Underwriter for the offering and sale of the Bonds of the Preliminary Official Statement dated July 5, 2005 relating to the Bonds (which, including the cover page and all appendices and statements included therein, incorporated by reference therein or attached thereto, is referred to as the "Preliminary Official Statement"). The County has deemed the Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 under the Securities and Exchange Act of 1934 (the "Rule") except for the omission of certain financial information; including offering prices, interest rates and related matters, as permitted by the Rule. The County hereby authorizes and approves the use and distribution by the Underwriter of, a final Official Statement dated July 12, 2005 in substantially the same form as the Preliminary Official Statement with such changes therein as are not inconsistent with the Bond Resolution (such final Official Statement, including the cover page and all appendices and statements included therein, incorporated by reference therein or attached thereto being herein called the "Official Statement"). The County shall provide to the Underwriter, within seven business days of the date of this Agreement and in sufficient time to accompany any confirmation that requires payment from any customer, copies of the Official Statement in sufficient quantities to enable the Underwriter to comply with the Rule and the rules of the Municipal Securities Rulemaking Board. By execution thereof by the Chairman of the County Commission of the County, the County shall deem the Official Statement complete as of its date within the meaning of the Rule in substantially the same form as the Preliminary Official Statement subject only to such additions, deletions and revisions necessary to conform to this Agreement and the Bond Resolution

(b) The County hereby ratifies and confirms the use by the Underwriter, prior to the date hereof, of copies of the Preliminary Official Statement, and authorizes the use of the Official Statement, in connection with the public offering and sale of the Bonds by the Underwriter.

(c) The County agrees to notify the Underwriter pursuant to Section 9 of this Agreement promptly of any material change in the affairs or financial condition of the County which may occur prior to the Closing (herein defined). The County further agrees to notify the Underwriter of any material developments impacting the County, the Bonds or the security related thereto, of which the County becomes aware between the date of this Agreement and a date which is 25 days after the end of the underwriting period for purposes of the Rule, which end of the underwriting period shall be deemed to be the Closing unless the Underwriter inform the County in writing at or before the Closing that not all of the Bonds have been sold. After such notification, if, in the reasonable opinion of the County or the Underwriter, a change would be required in the Official Statement in order to make the statements therein true and not misleading or incomplete in

any material respect, then such change will be made by amendment or supplement, and the Official Statement as so amended or supplemented will be prepared and furnished to the Underwriter, at the expense of the County, in reasonable quantities for distribution. If such notification shall be subsequent to the Closing, the County shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The County agrees to furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under, and to comply generally with, the securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided that the County shall not be required to consent to service of process in any jurisdiction.

(e) The Underwriter will acknowledge receipt of the Official Statement from the County and the sufficiency of the number of copies received. The Underwriter shall send a copy of the Official Statement to each purchaser of Bonds in compliance with the Rule and the rules of the Municipal Securities Rulemaking Board, to the Municipal Securities Rulemaking Board and to a "nationally recognized municipal securities information repository" (within the meaning of the Rule) designated as such by the Securities and Exchange Commission.

(f) For the benefit of the owners of the Bonds, the County shall undertake in the Continuing Disclosure Undertaking, as authorized in the Bond Resolution, to provide Annual Financial Information (as defined by the Rule) relating to the County and the Bonds and notices of certain events relating to the Bonds. A description of the Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

4. **County's Representations, Warranties and Agreements.** The County represents and warrants to, and agrees with the Underwriter as follows:

(a) The County has full legal right, power and authority under the laws of the State, and at the date of the Closing will have full legal right, power and authority under the laws of the State and the Bond Resolution (i) to enter into, execute and deliver this Agreement, the Bond Resolution, the Continuing Disclosure Undertaking and the escrow agreement (the "Escrow Agreement") pertaining to the Bonds, among the County and the escrow agent named in the Official Statement, and all documents required hereunder and thereunder to be executed and delivered by the County; (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein to refund the Refunded Bonds (as defined in the Official Statement) and (iii) to carry out and consummate the transactions described in this Agreement, the Bond Resolution, the Continuing Disclosure Undertaking, the Escrow Agreement and the Official Statement, and the County has complied, and will at the Closing be in compliance in all respects, with the terms of the laws of the State and the Bond Resolution.

(b) In connection with the issuance of the Bonds and the execution of this Agreement, the County has complied in all material respects with the Constitution and laws of the State.

(c) At the Closing, the County will have full legal right, power and authority (i) to adopt, perform its obligations under and comply with the provisions of the Bond Resolution; (ii) to issue, execute, deliver and perform its obligations under the Bonds; (iii) to execute, deliver and perform its obligations under the Escrow Agreement, the Continuing Disclosure Undertaking and this Agreement; and (iv) to carry out and consummate the transactions contemplated by this Agreement, the Escrow Agreement, the Bond Resolution and the Official Statement.

(d) At or prior to the Closing, the County will (i) have duly adopted the Bond Resolution; (ii) have duly authorized (A) the issuance, sale, execution and delivery of and performance of its obligations under the Bonds, (B) the performance of its obligations under the Bond Resolution and the Continuing Disclosure Undertaking, (C) the execution, delivery and performance of its obligations under the Escrow Agreement and this Agreement and (D) the execution and delivery of the Official Statement, (iii) have duly issued the Bonds; (iv) have duly executed and delivered the Bonds, the Continuing Disclosure Undertaking, the Escrow Agreement and this Agreement and the Official Statement; (v) have duly authorized the use by the Underwriter, in connection with the offering and sale of the Bonds, of the Official Statement; (vi) have duly ratified the use by the Underwriter of the Preliminary Official Statement, prior to the date hereof, in connection with the offering of the Bonds; (vii) have performed all obligations which are required to be performed by it at or prior to the Closing under the Bonds, the Bond Resolution and this Agreement; and (viii) be in compliance with all provisions of the Bonds, the Bond Resolution and this Agreement;

(e) To the best of the County's knowledge, none of the following does or will materially conflict with, or constitute a material breach by the County or material default by the County under, any law, any court decree or order, any governmental regulation, rule or order, any resolution or any agreement, indenture, mortgage or other instrument to which the County is subject or by which it is bound: (i) the County's adoption and performance of its obligations under the Bond Resolution; (ii) the County's issuance, sale, execution and delivery of, and performance of its obligations under, the Bonds; (iii) the County's execution and delivery of, and performance of its obligations under, the Continuing Disclosure Undertaking, the Escrow Agreement and this Agreement; (iv) the County's execution and delivery of the Official Statement; or (v) any action contemplated by or pursuant to the items referred to in this subsection.

(f) At or prior to the Closing, except as may be required under Blue Sky or other securities laws of any state, all approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to any of the actions to be taken by the County with respect to the Bonds prior to the date of Closing will have been obtained and will be in full force and effect.

(g) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry, investigation or controversy of any nature

pending, or to the County's knowledge threatened, involving the County (i) with respect to the Bond Resolution, in any way questioning (A) the authority of any officer of the County to exercise the duties and responsibilities of his or her office or (B) the existence, powers or authority of the County material to the Bonds or the security for the Bonds; (ii) seeking to restrain or enjoin (A) the issuance, sale, execution or delivery of, or the performance by the County of its obligations under, the Bonds or (B) materially affecting the collection of the general (ad valorem) tax revenues relating to the Bonds or the pledge thereof under the Bond Resolution; (iii) in any way contesting or affecting (A) the issuance, sale, execution or delivery of the Bonds or (B) the validity or enforceability of the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Escrow Agreement, this Agreement, or any action contemplated by or pursuant to any of the foregoing or (C) any of the rights, powers, duties or obligations of the County with respect to the Bonds or the security related thereto or the pledge thereof under the Bond Resolution; (iv) which may result, either individually or in the aggregate, in final judgments against the County materially adversely affecting the security for the Bonds; or (v) asserting that the Preliminary Official Statement or the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Preliminary Official Statement (except the section entitled "THE BONDS - Book-Entry-Only System" as to which no representation is made) as of its date was true and correct in all material respects; and the Preliminary Official Statement as of its date did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(i) The financial statements of the County contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the County as of the date and for the period therein set forth, and the County has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied, and, except as disclosed in the Preliminary Official Statement and the Official Statement, there has been no material adverse change in the financial condition of the County since June 30, 2004.

(j) Any certificate or copy of any certificate signed by any official of the County and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation by the County to the Underwriter as to the truth of the statements made therein.

(k) Subsequent to the date as of which information is given in the Preliminary Official Statement up to and including the date hereof, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the County relating to the Bonds or the security related thereto, except as described in the Preliminary Official Statement.

(l) The County will not amend or supplement the Official Statement without prior written notification to the Underwriter; from the date of the Closing to the date of the end of

the underwriting period, the County will not amend or supplement the Official Statement without the prior consent of the Underwriter, which consent shall not be unreasonably withheld.

(m) The County is not in default, and at no time within the immediately preceding ten years has been in default, in the payment of principal of, premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(n) The County has previously entered into several continuing disclosure undertakings pursuant to paragraph (b)(5) of the Rule. Except as may be disclosed in the Official Statement, the County has not failed to comply in any material respect with any undertaking specified in paragraph (b)(5)(i) of the Rule within the last five years.

**5. The Closing.** At 10:00 a.m., Mountain Daylight Time, on August 18, 2005, or at such other time or on such other business day as is mutually agreed upon by the County and the Underwriter (the "Closing Date"), the County will deliver or cause to be delivered to the Underwriter the Bonds in typed or printed fully registered form and registered in the name of Cede & Co., as nominee of The Depository Trust Company; and the Underwriter shall accept delivery of the Bonds and the related closing documents and pay the purchase price of the Bonds as set forth in Section 1 hereof in immediately available funds. Delivery of the Bonds as aforesaid shall be made at The Depository Trust Company ("DTC") or at such other location as shall have been designated by the Underwriter. Delivery of the other documents as aforesaid shall be at the offices of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), in Santa Fe, New Mexico, or at such other place as may be mutually agreed upon by the County and the Underwriter. The payments and deliveries described in the preceding sentences are referred to as the "Closing." The Bonds shall be made available for inspection at the facilities of DTC in New York, New York at least one business day prior to the Closing.

**6. Conditions to Closing.** The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements herein and the performance by the County of its obligations hereunder. The Underwriter's obligations under this Agreement are and shall be subject to the following further conditions:

(a) the representations, warranties and agreements of the County herein shall be true, complete and correct in all material respects at the Closing with the same effect as if made on and as of such date;

(b) at the time of the Closing, (i) the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Escrow Agreement, this Agreement and the Official Statement and all other agreements, documents, instruments and certificates which have been executed and delivered prior to, or are executed and delivered at, the Closing shall be in full force and effect, and shall not have been amended, modified or supplemented (except as may have been agreed to by the Underwriter); and (ii) the County shall perform or have performed all obligations thereunder and hereunder which are to be performed by the County at or prior to the Closing and shall be in compliance with all provisions of the Bonds, the Bond Resolution, the Continuing Disclosure

Undertaking, the Escrow Agreement, this Agreement and all other agreements, documents, instruments and certificates relating to the Bonds which have been executed and delivered prior to, or are executed and delivered at, the Closing;

(c) the Bonds shall be rated "Aaa" by Moody's Investors Service ("Moody's");

(d) on or before the Closing, the Underwriter shall have the right in its absolute discretion, reasonably exercised, to terminate the obligations of the Underwriter under this Agreement by written notification to the County if at any time after the date hereof and prior to the Closing:

(i) any event shall have occurred, or information becomes known, which, in the Underwriter's reasonable opinion, makes untrue, in any material respect, any statement or information contained in the Official Statement or the Preliminary Official Statement (except as modified by the Official Statement), or has the effect that the Official Statement or the Preliminary Official Statement (except as modified by the Official Statement) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(ii) additional material restrictions, in the Underwriter's reasonable opinion, not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(iii) the United States shall have become engaged in hostilities, whether or not a war shall have been declared, or there shall have occurred an escalation of any hostilities involving the armed forces of any country, or any other national emergency or national calamity relating to the effective operation of the United States government or of the financial community which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Bonds;

(iv) there shall have occurred a general suspension of or material limitation of trading on The New York Stock Exchange or other national securities exchange as the result of an event affecting the national economy, or minimum or maximum prices for trading shall have been established on any such exchange and be in force, or minimum or maximum ranges for prices for securities shall be in force on any such exchange;

(v) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall have imposed, as to the Bonds or obligations of the general character of the Bonds, any material restrictions, in the Underwriter's reasonable opinion, not now in force or being enforced, or have increased materially, in the Underwriter's reasonable opinion, those now in force or being enforced with respect to the extension of credit by, the charge to the net capital requirements of, or financial responsibility requirements of, the Underwriter;

(vi) a general banking moratorium shall have been established by federal, State of New York or State of New Mexico authorities;

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(vii) any rating of the Bonds shall have been downgraded or withdrawn by any rating service which, in the Underwriter's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(viii) legislation is adopted by either house of the United States Congress, or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, or actively considered for enactment by the United States Congress, or is recommended to the United States Congress for passage by the President of the United States, or a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made, with respect to the federal taxation of interest received on obligations of the general character of the Bonds, which, in the opinion of nationally recognized bond counsel has, or will have, the effect of making such interest subject to inclusion in gross income for purposes of federal income taxation;

(f) subsequent to the respective dates of the Preliminary Official Statement and the Official Statement, up to and including the Closing, the County shall not have incurred any material liabilities affecting the security for the Bonds, direct or contingent, and there shall not have been any material adverse change in the financial position or projections, results of operations or conditions, financial or otherwise, of the County relating to the Bonds or the security related thereto, except as described in the Official Statement;

(g) the County will purchase or cause to be purchased the Federal Securities (as defined in the Escrow Agreement) as may be necessary to effect the defeasance of the outstanding obligations as contemplated by the Escrow Agreement;

(h) at or prior to the Closing, the Underwriter shall have received the following, all of which shall be in form and substance satisfactory to the Underwriter:

(i) copies, duly certified by the County Clerk of the County, of the Bond Resolution as adopted by the County Commission of the County, and all proceedings relating thereto;

(ii) executed copies of this Agreement, the Continuing Disclosure Undertaking and the Escrow Agreement;

(iii) written evidence satisfactory to the Underwriter that the Bonds have been rated "Aaa," by Moody's;

(iv) two executed copies of the Official Statement;

(v) a certificate or certificates of the County, dated the date of the Closing and executed by the Chairman of the County Commission of the County and the County Finance Director, certifying that (A) the County has the legal right, power and authority to execute, deliver



and perform its obligations under the Bond Resolution, the Bonds, the Continuing Disclosure Undertaking, the Escrow Agreement and this Agreement; (B) the County has duly authorized the execution, delivery and performance of its obligations under the Bond Resolution, the Bonds, the Continuing Disclosure Undertaking, the Escrow Agreement and this Agreement and all actions contemplated by or referred to therein or contemplated by or referred to in the Official Statement; (C) except with respect to the section entitled "THE BONDS - Book-Entry-Only System" as to which no representation is made, the Preliminary Official Statement as of its date did not, and the Official Statement as of its date did not and as of the Closing does not, contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) all of the representations and warranties of the County in this Agreement are true, complete and correct in all material respects on and as of the time of the Closing with the same effect as if made on and as of such date; (E) the County has complied with and performed all of its covenants and agreements in this Agreement to be complied with and performed at or prior to the Closing; (F) the County has duly executed and delivered the Official Statement; (G) the County has duly authorized the use by the Underwriter, in connection with the offering and sale of the Bonds, of the Official Statement and has ratified the use by the Underwriter of the Preliminary Official Statement; (H) except as may be required under Blue Sky or other securities laws of any state, all approvals, consents and orders of any governmental authority having jurisdiction in the matter have been given which would constitute a condition precedent to any of the actions required to be taken prior to the date of Closing; (I) any certificate signed by any official of the County and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation by the County to the Underwriter as to the truth of the statements made therein; (J) subsequent to the respective dates as of which information is given in the Preliminary Official Statement and the Official Statement up to and including the date of Closing, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the County relating to the Bonds, the security related thereto; and (K) except as disclosed in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or, to their knowledge, threatened, involving the County (1) with respect to the Bond Resolution, in any way questioning (a) the authority of any officer of the County to exercise the duties and responsibilities of his or her office or (b) the existence, powers or authority of the County material to the Bonds or the security for the Bonds; (2) seeking to restrain or enjoin (a) the issuance, sale, execution or delivery of, or the performance by the County of its obligations under, the Bonds or (b) materially affecting the collection of the general (ad valorem) tax revenues relating to the Bonds or the pledge thereof under the Bond Resolution; (3) in any way contesting or affecting (a) the issuance, sale, execution or delivery of the Bonds or (b) the validity or enforceability of the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Escrow Agreement, this Agreement, or any action contemplated by or pursuant to any of the foregoing or (c) any of the rights, powers, duties or obligations of the County with respect to the Bonds or the security related thereto or the pledge thereof under the Bond Resolution; (4) which may result, either individually or in the aggregate, in final judgments against the County materially adversely affecting the security for the Bonds; or (5) asserting that the Preliminary Official Statement or the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

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(vi) the approving opinion of Bond Counsel relating to the Bonds, dated the date of the Closing, in substantially the form attached to the Official Statement, and accompanied by a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, stating that such opinion may be relied upon by the Underwriter to the same extent as if it were addressed to them;

(vii) the supplemental opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that:

(A) the Bonds are not subject to the registration requirements under the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(B) the statements contained: (1) on the cover page of the Official Statement concerning the tax status of the Bonds; and (2) in the Official Statement under the captions entitled "INTRODUCTION AND SUMMARY," "THE BONDS" (except the subsection entitled "Book-Entry-Only System," as to which they will express no comment or belief), "PURPOSE AND PLAN OF FINANCING," "TAX EXEMPTION" and "CONTINUING DISCLOSURE INFORMATION" (except the subsection entitled "Compliance with Prior Undertaking," as to which they will express no comment or belief), insofar as the statements contained under such captions purport to describe or summarize certain provisions of the Bond Resolution or of laws applicable to the Bonds, present an accurate and fair description or summary of such provisions;

(C) the Bond Resolution and the Escrow Agreement constitute legal, valid and binding general obligations of the County enforceable in accordance with their respective terms (assuming, with respect to the Escrow Agreement, the valid authorization, execution and delivery by the other parties thereto);

(D) the Refunded Bonds (as defined in the Official Statement) have been defeased and are regarded as being outstanding only for the purpose of receiving payment from the funds held in a trust fund with the Escrow Agent, pursuant to the Escrow Agreement and in accordance with the Act;

(E) without passing upon, or assuming responsibility for, the accuracy, completeness, or fairness of the statements contained in the Official Statement, based on their review of the documents and participation in the conferences referred to in such opinion, no facts have come to their attention which lead them to believe that the Official Statement (other than financial statements and other financial and statistical information and data contained therein and the information set forth under the caption "THE BONDS - Book-Entry-Only System," as to which they will express no comment or belief), as of its date contained, and as of the date of Closing contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(F) the Continuing Disclosure Undertaking constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms;

(viii) opinions of McCall, Parkhurst & Horton L.L.P. and Scheuer, Yost & Patterson P.C., Counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, to the effect that:

(A) under existing law the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(B) the Continuing Disclosure Undertaking provides a suitable basis for the Underwriter, in connection with the Offering (as defined in the Rule) of the Bonds, to make the reasonable determination required by paragraph (b)(5) of the Rule;

(ix) an executed copy of the Blanket Representation Letter between the County and DTC;

(x) a certificate of the County in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing that establish that the proceeds of the Bonds are not expected to be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code and a commitment by the County to file a Form 8038-G for each series of the Bonds after Closing; and

(xi) a copy of a special report prepared by Causey, Demgen & Moore Inc. with respect to the Bonds addressed to the County, Bond Counsel and the Underwriter verifying the arithmetical computations of the adequacy of the maturing principal and interest on the Federal Securities and uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the bonds being refunded and the computation of the yield with respect to such Federal Securities;

(xii) evidence satisfactory to the Underwriter of the approval of the issuance of the Bonds by the New Mexico Department of Finance and Administration;

(xiii) a copy of the municipal bond insurance policy delivered by MBIA Insurance Corporation insuring the timely payment of the principal and interest on the Bonds;

(xiv) such additional agreements, documents, instruments and certificates as the Underwriter, Bond Counsel and Counsel to the Underwriter may reasonably deem necessary to evidence the validity of the Bonds and the tax status of the interest thereon, the truth and accuracy as of the time of Closing of the representations and warranties of the County contained in this Agreement and the due performance or satisfaction at or prior to such time of all other conditions to be satisfied pursuant to this Agreement.

7. **Underwriter's Right to Terminate Agreement.** If any of the conditions to the obligations of the Underwriter contained in Section 6 hereof or elsewhere in this Agreement shall not have been satisfied when and as required herein, the Underwriter may waive such conditions or all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing by written notice to the County.

8. **Payment of Expenses.** The County shall pay, from proceeds of the Bonds or other lawfully available funds, the following costs of issuance of the Bonds: (a) the reasonable fees and disbursements of Bond Counsel to the County; (b) the fees of Moody's for rating on the Bonds; (c) the reasonable costs of any experts, accountants, consultants or advisors required for issuance of the Bonds; (d) the costs of preparing, printing and delivering the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (e) all travel and other expenses associated with obtaining the ratings on the Bonds; (f) the reasonable fees and disbursements of Causey, Demgen & Moore Inc.; and (g) all other expenses incurred in connection with the issuance of the Bonds.

The Underwriter shall pay the following costs of issuance of the Bonds: (v) the reasonable fees and disbursements of Counsel to the Underwriter; (w) the cost of preparing, printing and delivery of this Agreement; (x) the cost of all "blue sky" and legal investment memoranda and related filing fees; and (y) all advertising expenses. The Underwriter shall pay, on behalf of the County, from amounts withheld from the purchase price of the Bonds, the premium for the municipal bond insurance policy on the Bonds issued by MBIA Insurance Corporation.

If this Agreement is terminated by the Underwriter or the Bonds are not issued by the County, the Underwriter shall be under no obligation to pay the costs of issuance for which the County is responsible, and the County shall pay such costs of issuance from other legally available moneys of the County.

9. **Notices.** Any notice or other communication to be given under this Agreement may be given (a) to the County by delivering the same in writing to the attention of Susan Lucero, County Finance Director at the address on the first page to this Agreement and (b) to the Underwriter, by delivering the same in writing to RBC Dain Rauscher Inc., 6301 Uptown Boulevard N.E., Suite 110, Albuquerque, New Mexico 87110, Attention: Public Finance Department.

10. **Entire Agreement: Parties in Interest.** This Agreement when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the Underwriter and the County and is made solely for the benefit of the County and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof.

11. **Special Limited Obligations.** No provision, covenant or agreement contained in this Agreement or any obligation in this Agreement imposed upon the County or the breach thereof, shall constitute an indebtedness of the County within the meaning of any constitutional provision or statutory limitation or shall constitute or give rise to a charge against the general credit of the County. All of the obligations of the County under this Agreement are payable from, and in making the agreements, provisions and covenants set forth in this Agreement, the County has not obligated

itself except with respect to, the security for the Bonds which shall be applied as provided in this Agreement and the Bond Resolution.

12. **No Liability of Officers and Employees.** No recourse shall be had for any payments required of the County pursuant to this Agreement or for any claim based thereon or upon any other obligation, covenant or agreement in this Agreement against any past, present or future officer, employee or member of the County and all such liability of any such officer, employee or member as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement and the issuance of the Bonds by the County.

13. **Survival of Representations and Warranties.** The representations and warranties of the County set forth in or made pursuant to this Agreement, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of, and shall remain operative and in full force regardless of (a) any investigation made by or on behalf of the Underwriter and (b) delivery of and payment of the Bonds hereunder.

14. **Status of the Underwriter.** It is understood and agreed that for all purposes of this Agreement and the transactions contemplated hereby, the Underwriter has, in its role as underwriter, acted solely as an independent contractor and has not acted as a financial or investment advisor, a fiduciary or an agent to or for the County, whether directly or indirectly through any person. The County recognizes that the Underwriter expects to profit from the acquisition and potential distribution of the Bonds.

15. **Effectiveness.** This Agreement shall become effective and binding upon the respective parties hereto only upon the execution, acceptance and delivery hereof by the County and approval by the County of the execution and delivery hereof.

16. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New Mexico.

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17. **Counterparts.** This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

RBC DAIN RAUSCHER INC.

By: \_\_\_\_\_  
Title: Principal

ACCEPTED AND AGREED TO THIS 12<sup>TH</sup> DAY OF JULY, 2005 at  
\_\_\_\_\_, \_\_.m., Mountain Daylight Time.

SANTA FE COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Title: Chairman, County Commission

**ATTEST:**

\_\_\_\_\_  
County Clerk

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**EXHIBIT A**

**SCHEDULE OF MATURITIES, INTEREST RATES,  
INITIAL OFFERING PRICES/YIELDS AND REDEMPTION PROVISIONS**

Maturity (7/1)	Principal Amount	Interest Rate (%)	Yield (%)
2006	\$ 90,000	3.25	2.70
2007	450,000	3.25	2.83
2008	655,000	3.25	2.94
2009	815,000	3.25	3.09
2010	835,000	3.50	3.21
2011	860,000	3.75	3.34
2012	885,000	3.75	3.44
2013	920,000	4.00	3.56
2014	950,000	4.00	3.67
2015	990,000	4.00	3.75
2016	200,000	5.00	3.82
2016	840,000	4.00	3.82

The Bonds are not subject to optional redemption.

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**CONTINUING DISCLOSURE AGREEMENT**

Section 1. Recitals. This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Santa Fe County, New Mexico (the "County") in connection with the issuance of the Santa Fe County, New Mexico General Obligation Refunding Bonds, Series 2005 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. \_\_\_\_\_, adopted on July 12, 2005 (the "Resolution"). Pursuant to the Resolution, to allow the underwriter of the Bonds to comply with the Rule (defined below), the County is required to make certain continuing disclosures for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Agreement is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

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

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

(c) "Event Information" means the information delivered pursuant to Section 3(d).

(d) "Insurer" means MBIA Insurance Corporation ("MBIA"), as the issuer of an insurance policy for the Bonds. Information to be provided to the Insurer pursuant to this Agreement shall be sent by registered or certified mail to MBIA.

(e) "MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, Virginia, 22314, phone (703) 797-6600 fax (703) 797-6708.

(f) "NRMSIR" means a nationally recognized municipal securities information repository recognized by the SEC from time to time for the purposes referred to in the Rule. Such NRMSIRs currently include: (1) Standard & Poor's Evaluations Inc., 55 Water Street, 45th Floor, New York, New York, 10041, phone (212) 438-4595, fax (212) 438-3975, e-mail: nrmsir\_repository@sandp.com; (2) FT Interactive Data, Attn: NRMSIR, 100 Williams Street, 15<sup>th</sup> Floor, New York, New York 10038, phone



(212) 771-6999, fax (212) 771-7390 (Secondary Market Information) (212) 771-7391 (Primary Market Information), email: NRMSIR@interactivedata.com; (3) Bloomberg Municipal Repository, 100 Business Park Drive, Skillman, New Jersey, 08558, phone (609) 279-3225, fax (609) 279-5962, e-mail: Munis@Bloomberg.com; and (4) DPC Data Inc., One Executive Drive, Fort Lee, New Jersey, 07024, phone (201) 346-0701, fax (201) 947-0107, e-mail: nrmsir@dpcdata.com.

(g) "Official Statement" means the Official Statement dated July 12, , delivered in connection with the original issue and sale of the Bonds.

(h) "Report Date" means March 31 of each year, beginning in 2006.

(i) "Repository" means (i) each NRMSIR and (ii) any SID.

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

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

(l) "SID" means any state information depository operated or designated by the State as such for the purposes referred to in the Rule. As of the date of this Agreement, no SID exists for the State.

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

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

(a) The County will provide the Annual Financial Information for the preceding fiscal year to each Repository and the Insurer on or before each Report Date while the Bonds are outstanding.

(b) If Audited Financial Statements are not provided as a part of the Annual Financial Information, the County will provide unaudited financial statements as part of the Annual Financial Information. In such cases, Audited Financial Statements will be provided to each Repository when and if available.

(c) The County may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the County, which have been submitted to each Repository or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

(d) The County will provide, in a timely manner, to each NRMSIR or the MSRB, and to the Insurer and to any SID, notice of any of the following events with respect to the Bonds, if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the security;
- (vii) modifications to rights of security holders;
- (viii) bond calls, other than mandatory, scheduled redemptions not otherwise contingent upon the occurrence of an event;
- (ix) defeasances;
- (x) release, substitution or sale of property securing repayment of the securities; and
- (xi) rating changes.

(e) The County will provide, in a timely manner, to each NRMSIR or the MSRB, and to the Insurer and to any SID, notice of any: (i) failure of the County to timely provide the Annual Financial Information as specified in Sections 3(a) and 3(b); (ii) change in its fiscal year-end; and (iii) amendment of this Agreement.

Section 4. Method of Transmission. Unless otherwise required by law and subject to technical and economic feasibility, the County will employ such methods of electronic or physical information transmission as are requested or recommended from time to time by the Repositories, the Insurer, or the MSRB.

Section 5. Filing with the Central Post Office. Any filing under this Undertaking may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at [www.disclosureusa.org](http://www.disclosureusa.org) unless the U.S.

Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC dated September 7, 2004.

Section 6. Enforcement. The obligations of the County under this Agreement are for the benefit of the Owners and the Insurer. Each Owner is authorized to take action to seek specific performance by court order to compel the County to comply with its obligations under this Agreement, which action will be the exclusive remedy available to it or any other Owner. The County's breach of its obligations under this Agreement will not constitute an event of default under the Resolution, and none of the rights and remedies provided by the Resolution will be available to the Owners with respect to such a breach.

Section 7. Term. The County's obligations under this Agreement will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds has been paid or legally defeased pursuant to the terms of the Resolution; (ii) the date on which the County is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

Section 8. Amendments. The County may amend this Agreement from time to time, without the consent of any Owner, upon the County's receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

(a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the County;

(b) this Agreement, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and

(c) the amendment does not materially impair the interests of the Owners or the Insurer.

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

Section 9. Beneficiaries. This Agreement binds and inures to the sole benefit of the County, the Insurer and the Owners and creates no rights in any other person or entity.

Section 10. Special Funds. This Agreement is subject to the availability of necessary funds from annual Net Revenues.

Section 11. Governing Law. This Agreement is governed by and is to be construed in accordance with the law of the State.

Date: August 18, 2005.

SANTA FE COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Chairman

Attest:

By \_\_\_\_\_  
Clerk

S:\DOX\CLIENT\80130\117\S0022048.DOC

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**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT DATED as of the 18<sup>th</sup> day of August, 2005, by and between Santa Fe County, New Mexico (the "County"), a New Mexico county duly organized under the laws of the State of New Mexico, and Bank of Albuquerque, N.A., Albuquerque, New Mexico, a national banking association duly organized and existing under the laws of the United States of America and a member of the Federal Deposit Insurance Corporation, possessing and exercising full trust powers and doing business in the State of New Mexico (the "Escrow Agent").

WHEREAS, pursuant to the provisions of law and duly approved by the Department of Finance and Administration of the State of New Mexico, the County Commission (the "Governing Board"), by its Bond Resolution duly adopted on July 12, 2005 (the "Bond Resolution"), has authorized the issuance and sale of the County's General Obligation Refunding Bonds, Series 2005, in the aggregate principal amount of \$8,490,000 (the "Bonds"), a copy of which Bond Resolution has been delivered to the Escrow Agent herewith and which is incorporated herein by reference in its entirety, including to the extent not inconsistent herewith, the definitions; and

WHEREAS, the Bond Resolution provides for paying and advance refunding \$8,380,000 aggregate principal amount of the County's General Obligation Bonds, Series 1997, consisting of all of such outstanding bonds maturing on and after July 1, 2007 (the "Refunded Bonds") and the payment of the principal of and interest on the Refunded Bonds as the same become due on and until July 1, 2006, which is the first optional redemption date with respect to the Refunded Bonds (the "Call Date"), at which times all of the outstanding Refunded Bonds will be paid and/or

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called for prior redemption, pursuant to the Governing Board's call for prior redemption of the Refunded Bonds as set forth in the Bond Resolution; and

WHEREAS, pursuant to the Bond Resolution, the County has sold and delivered the Bonds to the purchaser thereof and has provided that \$8,520,144.87, being the proceeds derived from the sale of the Bonds, together with \$35,964.79, being other moneys legally available therefor, shall be applied to the payment of the debt service on the Refunded Bonds and to purchase the securities described in Exhibit I attached hereto and made a part hereof (the "Federal Securities"), which will be sufficient to pay the principal of, redemption premium, and interest on the Refunded Bonds when due on and until the Call Date; and

WHEREAS, the Bond Resolution authorizes and directs officers of the County to take all necessary or appropriate action to approve, enter into and execute this Escrow Agreement with the Escrow Agent so as to insure the payment of the principal of, redemption premium and interest on the Refunded Bonds on and until the Call Date.

NOW, THEREFORE, THIS ESCROW AGREEMENT, WITNESSETH:

In consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Escrow Agent, and in order to protect the Federal Securities purchased by the County and held in trust to pay the principal of and interest on the Refunded Bonds, as the same mature and become due, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

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Section 1.

There is hereby created a special and separate trust fund, designated as the "The Santa Fe County, New Mexico General Obligation Refunding Bonds, Series 2005, Escrow Fund" (the "Escrow Fund").

There is hereby created in the Escrow Fund a separate account to be known and referred to herein as the "Refunded Bonds Account" and proceeds equal to \$8,520,144.87 from the Bonds and \$35,963.96 from the debt service fund for the Refunded Bonds shall be deposited therein. The Escrow Agent shall use such deposit to immediately purchase the Federal Securities shown on Exhibit I. The Federal Securities and \$.83 (such cash deposit being referred to herein as the "Initial Cash Deposit") are sufficient to assure that the funds available in the Refunded Bonds Account will at all times be sufficient, together with the interest income and profits, if any, realized and accrued on the Federal Securities therein, to promptly pay the principal of and interest on the Refunded Bonds on and until their Call Date as described in Exhibit II attached hereto and made a part hereof. The Initial Cash Deposit and proceeds from and interest on the Federal Securities shall be used by the Escrow Agent and the County to make the payments due on the Refunded Bonds on and until their Call Date.

Section 2. The Escrow Agent shall, at all times, hold the Federal Securities and cash deposits in the Refunded Bonds Account for the account of the County and for the benefit of the holders of the Refunded Bonds and shall maintain the Escrow Fund and the separate accounts therein wholly segregated from other funds and securities on deposit with the Escrow Agent, shall never co-mingle such Federal Securities and other moneys with other funds or securities of the Escrow Agent, and shall never at any time use, loan or borrow the same in any way, so that

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sufficient funds will be available to pay the interest and principal requirements of the Refunded Bonds as the same become due and payable.

Section 3. The County hereby represents that, and the Escrow Agent may conclusively rely on, the report of Causey, Demgen & Moore, Inc., Denver, Colorado, Certified Public Accountants, dated \_\_\_\_\_, 2005, which certifies that the Initial Cash Deposit together with the proceeds from and the interest on the Federal Securities, as such accrues, will be sufficient to pay the interest and principal requirements of the Refunded Bonds as the same become due and payable on and until their Call Date.

Section 4.

(a) On each principal and interest payment date for the Refunded Bonds until July 1, 2006, the Escrow Agent shall transfer immediately available funds to the paying agency account maintained by it as paying agent for the Refunded Bonds to fully pay all principal of and interest on the Refunded Bonds as the same become due and payable, and on July 1, 2006, the Escrow Agent shall transfer immediately available funds to the paying agency account maintained by it as paying agent for the Refunded Bonds to fully pay all principal of and interest on the Refunded Bonds to be paid and redeemed on July 1, 2006, all as shown on Exhibit II.

(b) On July 1, 2006, after the payments described in Section 4(a) above are made, the Escrow Agent shall sell or redeem any Federal Securities remaining in the Escrow Fund and shall remit to the County all moneys, if any, then remaining therein for deposit in the debt service fund created in the Bond Resolution for the Bonds.

Section 5. The escrow created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on, and are hereby granted a security interest in, all

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moneys and Federal Securities, including the interest earned thereon, in the Refunded Bonds Account until paid, used and applied in accordance with this Escrow Agreement.

Section 6. The Escrow Agent shall hold any uninvested moneys in the Escrow Fund in cash.

Section 7. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof. The Escrow Agent has received all compensation to which it is entitled by virtue of this Escrow Agreement.

Section 8. If the Escrow Agent fails to account for any of the moneys and Federal Securities received by it, such moneys and Federal Securities shall be and remain the property of the County in trust for the holders of the Refunded Bonds, and if for any reason such moneys and Federal Securities cannot be identified, the holders of the Refunded Bonds shall have and retain a preferred claim and first lien upon the Federal Securities and the proceeds thereof wherever located.

Section 9. The Escrow Agent shall immediately notify the Director of Finance of the County by telephone and by registered, first-class mail, postage prepaid, whenever for any reason the funds on hand in the Escrow Fund, plus the Federal Securities therein and interest on such Federal Securities, as such accrues, will be insufficient to pay the principal of and interest on the Refunded Bonds to be paid from the Escrow Fund as the same become due and payable and the Director of Finance of the County shall forthwith cause to be deposited into the Escrow Fund such additional funds as may be required to pay in full the amount of principal and interest prior to the date on which it becomes due and payable. Any temporary advancement of moneys by the County to the Escrow Fund to pay the Refunded Bonds because of a failure to receive

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promptly the principal of and interest on any Federal Securities at their respective fixed maturity dates or otherwise may be repaid to the County upon receipt by the Escrow Agent of such principal and interest payments on such Federal Securities.

Section 10. The Escrow Agent, within fifteen (15) days after July 1, 2006, shall forward by first-class mail to the Director of Finance of the County, a statement with respect to each account stating in detail the income, investments, sales, redemptions of securities and withdrawals of moneys therefrom for the preceding twelve months ended on December 1.

Section 11. The County covenants and agrees that it will restrict the use of the moneys at any time in the Escrow Fund in such manner and to such extent, if any, as may be necessary so that the Bonds and the Refunded Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder in effect at the time of such use and applicable to the Bonds and the Refunded Bonds. In furtherance of the covenant and agreement of the County set forth in this section, the Escrow Agent covenants and agrees it will follow all instructions set forth in this Agreement and other instructions of the County necessary to prevent the Bonds and the Refunded Bonds from constituting arbitrage bonds.

Section 12.

(a) The County Treasurer, as paying agent/registrar for the Refunded Bonds, hereby acknowledges receipt of Notice of Redemption of the Refunded Bonds from the County as required by Section 3 of the Resolution authorizing issuance of the Refunded Bonds. Notice of Redemption of the Refunded Bonds shall be mailed by the Escrow Agent, acting on behalf of the County Treasurer, as paying agent for the Refunded Bonds, by mailing a copy of the Notice of Redemption by first class mail, postage pre-paid, to the registered owners of the Refunded

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Bonds no earlier than May 2, 2006 and no later than May 15, 2006. Notice of Redemption of the Refunded Bonds shall also be published in the *Albuquerque Journal* one time at least 30 days prior to the Call Date. The form of such notice is attached hereto as Exhibit IV. Notice of Defeasance and Redemption shall be mailed by first-class, postage prepaid mail to each registered owner of the Refunded Bonds as soon as possible after issuance of the Bonds. The form of such notice is attached as Exhibit III.

(b) The costs of mailing of notices described in this Section 12 incurred by the Escrow Agent shall be reimbursed by the County upon receipt of an invoice for such costs.

Section 13. Time shall be of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent and the County by this Agreement.

Section 14. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Agreement. The Escrow Agent shall not be personally liable for any act which it may do or omit to do hereunder, while acting with reasonable care, except for duties expressly imposed upon the Escrow Agent hereunder or as otherwise expressly provided herein. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or non-performance by the County of any of its obligations, nor shall it be responsible in any manner for the recitals or statements contained herein, in the Bond Resolution, in the Bonds, in the Refunded Bonds or in any proceedings taken in connection therewith, such recitals and statements being made solely by the County. Nothing in this instrument creates any obligation or liabilities on the part of the Escrow Agent to anyone other than the County and the holders of the Refunded Bonds.

Section 15. The Escrow Agent may not resign from the trust hereby created except with the prior written consent of the County, which consent shall not be unreasonably withheld.

Section 16. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties hereby declare that they would have executed this Agreement and each and every other section, paragraph, subdivisions, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains any ambiguity which may be construed as either valid or invalid, the valid constructions shall be adopted.

Section 17.

(a) The Federal Securities initially deposited in the Escrow Fund pursuant to this Agreement may be exchanged for or substituted by direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not callable prior to maturity by the issuer of such obligations ("Substitute Securities") upon the receipt by the Escrow Agent of (i) a new verification report (calculated upon the assumption that such substitution will be made) from a nationally recognized firm of certified public accountants verifying the sufficiency of the Substitute Securities to provide for the payments required by Section 4 of this Agreement, (ii) an opinion of bond counsel to the effect that such substitution will not affect the tax-exempt status of interest on the Bonds or the Refunded Bonds, and (iii) written instructions to proceed with such substitution from the Director of Finance of the County.

(b) In the event that any of the Federal Securities identified on Exhibit I are not available for delivery on the date of execution and delivery of this Agreement, the Escrow Agent shall be directed by the Director of Finance of the County to invest in other securities in

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lieu thereof, which shall meet the following conditions: (i) the other securities are Substitute Securities, (ii) the maturing principal of and interest on such other securities is equal to or greater than the maturity value of such unavailable Federal Securities, (iii) payment of such principal of and interest on the other securities will be received on or before the maturity date of the unavailable Federal Securities, and (iv) the Director of Finance of the County and bond counsel must approve such substitution. If the original Federal Securities become available and are tendered to the Escrow Agent, the Escrow Agent shall accept such Federal Securities and shall return the other securities as directed by the dealer which provided them, and shall notify bond counsel and the Director of Finance of the County of the transaction.

(c) Upon written direction from the Director of Finance of the County, the Escrow Agent shall reinvest, to the extent possible, the proceeds of the Federal Securities listed on Exhibit I upon their maturity which are not required to pay the Refunded Bonds on such date in Substitute Securities purchased by the Escrow Agent for the account of the County which mature on or prior to the next required payment of the Refunded Bonds for which they are required, do not cause the Refunded Bonds to be diminished in rating from a rating previously accorded by each rating agency then rating the Refunded Bonds, and have a yield lower than 3.57171%, the federal arbitrage yield of the Bonds. In the event that such Substitute Securities are state and local government series securities ("slgs") purchased by the Escrow Agent for the account of the County directly from the United States Government, the Escrow Agent agrees to comply with Part 344 of Title 31, Code of Federal Regulations and with such other regulations of the United States Treasury, Bureau of Public Debt, as are from time to time in effect in subscribing for and purchasing such slgs, including without limitation requirements with respect

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to submitting subscriptions to a Federal Reserve Bank or Branch in advance of the date of purchase of the slgs.

(d) Except as set forth in the preceding paragraphs, the Escrow Agent shall not otherwise invest surplus cash which it holds from time to time in the Escrow Fund unless it receives an opinion of bond counsel as to the legality of any such investment and its effect, if any, on the tax exemption of the interest on the Bonds and the Refunded Bonds and it makes such investment in accordance with the provisions of this Section.

(e) Except as provided in this Section 17, and except for the purpose of curing any ambiguity herein, or to make minor corrections not inconsistent with the terms of the Bond Resolution, or for further assuring the security and rights hereunder of the owners of the Refunded Bonds, this Agreement shall not be modified, altered or amended by the parties hereto without the prior written consent of the owners of all of the outstanding Refunded Bonds. The County shall send a copy of any such modification, alteration or amendment to each rating agency then rating the Refunded Bonds.

Section 18. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of New Mexico. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the subject matter hereof and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Agreement.

Section 19.

(a) Whenever in this Agreement the County or the Escrow Agent is named or is referred to, such provision is deemed to include any successor of the County or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not.

(b) All of the stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the County or the Escrow Agent contained in this Agreement:

(1) shall bind and inure to the benefit of any such successor; and

(2) shall bind and inure to the benefit of any officer, board, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power or duty of the County or the Escrow Agent, respectively, or of its successor.

Section 20. All notices, requests, approvals and other similar instruments permitted or required hereunder shall be in writing and shall be deemed to have been properly received three days after they are sent by first-class United States mail, postage prepaid, to the following addresses:

If to the County:

Santa Fe County, New Mexico  
Attn: Director of Finance and County Manager  
102 Grant Avenue  
Santa Fe, New Mexico 87504-0276  
Telephone Number: (505) 966-6200  
Facsimile Number: (505) 995-2740

If to the Escrow Agent:

Bank of Albuquerque, N.A.  
Attn: Corporate Trust Department  
201 Third Street NW, 14th Floor  
Albuquerque, New Mexico 87102  
Telephone Number: (505) 222-8446  
Facsimile Number: (505)222-8453

or to such other address as a party may designate in the future by giving written notice of such address to other parties.

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IN WITNESS WHEREOF, the County, duly authorized thereunder by its governing body, has caused this Agreement to be signed by its Chairman and attested by its Clerk, and its corporate seal to be hereunto affixed, and Bank of Albuquerque, N.A., has caused this Agreement to be signed in its corporate name by its authorized officer and attested by its authorized officer and its corporate seal to be hereunto affixed, all as of the day and year first above written.

SANTA FE COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
County Clerk

BANK OF ALBUQUERQUE, N.A.,  
As Escrow Agent

By \_\_\_\_\_  
Authorized Signatory

[BANK SEAL]

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

[Signature Page for Escrow Agreement]

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**EXHIBIT I**

**ESCROW SECURITIES IN THE REFUNDED BONDS ACCOUNT**

As of August 18, 2005

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Price</u>	<u>Cost</u>
SLGS Cert.	1/1/2006	\$ 213,202.00	3.250%	100.00000%	\$ 213,202.00
SLGS Cert.	7/1/2006	8,347,128.00	3.490%	100.00000%	8,347,128.00

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**EXHIBIT II**

**REFUNDED BONDS DEBT SERVICE**

\$8,380,000  
Santa Fe County, New Mexico  
General Obligation Bonds  
Series 1997

Date	Principal	Interest	Premium	Total
1/1/06	-0-		-0-	
7/1/06	\$8,380,000		-0-	

**REFUNDED BONDS DETAILED DESCRIPTION**

<u>Original Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>CUSIP</u>
July 1, 2007	\$ 400,000	7.350%	801889DR
July 1, 2008	610,000	5.000%	801889DS
July 1, 2009	780,000	5.000%	801889DT
July 1, 2010	810,000	5.100%	801889DU
July 1, 2011	850,000	5.200%	801889DV
July 1, 2012	890,000	5.250%	801889DW
July 1, 2013	935,000	5.250%	801889DX
July 1, 2014	980,000	5.250%	801889DY
July 1, 2015	1,030,000	5.100%	801889DZ
July 1, 2016	1,095,000	5.000%	801889EA

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**EXHIBIT III**

**NOTICE OF DEFEASANCE AND REDEMPTION OF**

**\$8,380,000**  
**Santa Fe County, New Mexico**  
**General Obligation Bonds**  
**Series 1997**

NOTICE IS HEREBY GIVEN to the owners of all the outstanding Santa Fe County, , New Mexico General Obligation Bonds, Series 1997, dated February 1, 1997, and maturing on and after July 1, 2007 (herein the "Refunded Bonds") and more completely described as follows:

<u>Original Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>CUSIP</u>
July 1, 2007	\$ 400,000	7.350%	801889DR
July 1, 2008	610,000	5.000%	801889DS
July 1, 2009	780,000	5.000%	801889DT
July 1, 2010	810,000	5.100%	801889DU
July 1, 2011	850,000	5.200%	801889DV
July 1, 2012	890,000	5.250%	801889DW
July 1, 2013	935,000	5.250%	801889DX
July 1, 2014	980,000	5.250%	801889DY
July 1, 2015	1,030,000	5.100%	801889DZ
July 1, 2016	1,095,000	5.000%	801889EA

that an irrevocable escrow to defease the Refunded Bonds to their call date of July 1, 2006, has been established with Bank of Albuquerque, N.A., as Escrow Agent. Funds deposited in the escrow are invested in direct obligations of the United States of America, which do not contain provisions permitting the redemption thereof at the option of the issuer; and the principal of and interest on such obligations when due, without reinvestment thereof, will provide moneys which are sufficient to pay all outstanding Refunded Bonds as to principal and interest as they come due on and until their call date of July 1, 2006.

NOTICE IS FURTHER GIVEN that Santa Fe County has irrevocably exercised its option to redeem on July 1, 2006 (the "Redemption Date") all the outstanding Refunded Bonds maturing on and after July 1, 2007. On July 1, 2006, there will become due and payable at the Office of the Treasurer of Santa Fe County (the "Paying Agent"), the principal amount of each such Refunded Bond and accrued interest thereon to such Redemption Date; and from and after such Redemption Date, interest will cease to accrue on such Refunded Bonds. Each of the Refunded Bonds will be redeemed on or after such designated Redemption Date upon its presentation to the Paying Agent by the payment of the redemption price thereof.

THIS NOTICE IS GIVEN as of the \_\_\_\_\_ day of August, 2005.

SANTA FE COUNTY TREASURER,  
As Registrar and Paying Agent for the  
Refunded Bonds

Publication Requirements: None

Mailing Requirements: As soon as possible after August 18, 2005, to the following:

The Depository Trust Company  
711 Stewart Avenue  
Garden City, NY 11530  
Fax: (516) 227-4039 or 4190

Standard & Poor's "Called Bond Record"  
25 Broadway, 3rd Floor  
New York, NY 10004

Midwest Securities Trust Company  
Capitol Structures - Call Notification  
440 South La Salle Street  
Chicago, IL 60605  
Fax: (312) 663-2343

Bloomberg Financial Markets  
Municipal Repository  
100 Business Park Dr.  
Skillman, NJ 08558-3629

Philadelphia Depository Trust Company  
Reorganization Division  
1900 Market Street  
Philadelphia, PA 19103  
Attention: Bond Department  
Fax: (215) 496-5058

FT Interactive Data  
NRMSIR  
Formerly: Interactive Data NRMSIR  
Attn: Disclosure  
100 William St.  
15<sup>th</sup> Fl.  
New York, NY 10038

Financial Information, Inc.'s  
"Daily Called Bond Service"  
30 Montgomery Street, 10th Floor  
Jersey City, NJ 07302  
Attention: Editor

DPC Data Inc.  
One Executive Drive  
Fort Lee, New Jersey 07024  
Standard & Poor's J.J. Kenny Repository  
55 Water Street, 45<sup>th</sup> Floor  
New York, New York 10041

Kenny Information Services  
"Called Bond Service"  
65 Broadway, 16th Floor  
New York, NY 10006

Municipal Securities Rulemaking Board  
1900 Duke St.  
Ste. 600  
Alexandria, VA 22314-3412

Moody's "Municipal and Government"  
99 Church Street, 8th Floor

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New York, NY 10007  
Attention: Municipal News Reports

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**EXHIBIT IV**

**NOTICE OF REDEMPTION OF  
\$8,380,000  
Santa Fe County, New Mexico  
General Obligation Bonds  
Series 1997**

**MATURING ON AND AFTER  
JULY 1, 2007**

NOTICE IS HEREBY GIVEN to the owners of the outstanding Santa Fe County, New Mexico General Obligation Bonds, Series 1997, originally issued on February 1, 1997, and maturing on and after July 1, 2007, in the total principal amount of \$8,380,000 (the "Called Bonds") and more completely described as follows:

<u>Original Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>CUSIP</u>
July 1, 2007	\$ 400,000	7.350%	801889DR
July 1, 2008	610,000	5.000%	801889DS
July 1, 2009	780,000	5.000%	801889DT
July 1, 2010	810,000	5.100%	801889DU
July 1, 2011	850,000	5.200%	801889DV
July 1, 2012	890,000	5.250%	801889DW
July 1, 2013	935,000	5.250%	801889DX
July 1, 2014	980,000	5.250%	801889DY
July 1, 2015	1,030,000	5.100%	801889DZ
July 1, 2016	1,095,000	5.000%	801889EA

have been called for redemption on July 1, 2006. On July 1, 2006, there will become due and payable the principal amount of the Called Bonds and accrued interest to the redemption date.

Owners of the Called Bonds should present their bonds on or after July 1, 2006, at the following addresses for payment:

**In Person:** Office of the Treasurer  
Santa Fe County  
102 Grant Avenue  
Santa Fe, New Mexico 87504-0276

**Registered or Certified Mail:** Office of the Treasurer  
Santa Fe County  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

Payment will be made upon presentation and surrender of the Called Bonds at the address stated above on or after July 1, 2006. From and after July 1, 2006, interest on the Called Bonds will cease to accrue.

No representation is made as to the correctness of the CUSIP number either as printed on the Called Bonds or as contained herein.

Federal tax law requires individual holders of municipal bonds to submit their tax identification number (Social Security number) with each bond presented for payment (whether upon sale, maturity or redemption). Please submit a Form W-9 at the time the Called Bonds are presented for payment. Forms W-9 are available at your local bank or broker. FAILURE to comply with the tax law will subject payment of principal to the backup withholding provisions of the tax law which requires the withholding a portion of the principal payment as tax.

SANTA FE COUNTY TREASURER

Dated: \_\_\_\_\_

Telephone: \_\_\_\_\_

Publication Requirements: One time in the *Albuquerque Journal* no later than May 31, 2006.

Mailing Requirements: No earlier than May 2, 2006 and no later than May 15, 2006, to all registered owners of the Called Bonds shown on the registration books kept by the Santa Fe County Treasurer., as paying agent and registrar, by United States mail, first-class postage prepaid, on the business day next preceding the date of the mailing of notice.

On the date of mailing to the registered owners by registered or certified United States mail, postage prepaid, to:

The Depository Trust Company  
711 Stewart Avenue  
Garden City, NY 11530  
Fax: (516) 227-4039 or 4190

Standard & Poor's "Called Bond Record"  
25 Broadway, 3rd Floor  
New York, NY 10004

Midwest Securities Trust Company  
Capitol Structures - Call Notification  
440 South La Salle Street  
Chicago, IL 60605  
Fax: (312) 663-2343

Bloomberg Financial Markets  
Municipal Repository  
100 Business Park Dr.  
Skillman, NJ 08558-3629

Philadelphia Depository Trust Company  
Reorganization Division  
1900 Market Street

FT Interactive Data  
NRMSIR  
Formerly: Interactive Data NRMSIR



Philadelphia, PA 19103  
Attention: Bond Department  
Fax: (215) 496-5058

Attn: Disclosure  
100 William St.  
15<sup>th</sup> Fl.  
New York, NY 10038

Financial Information, Inc.'s  
"Daily Called Bond Service"  
30 Montgomery Street, 10th Floor  
Jersey City, NJ 07302  
Attention: Editor

DPC Data Inc.  
One Executive Drive  
Fort Lee, New Jersey 07024  
Standard & Poor's J.J. Kenny Repository  
55 Water Street, 45<sup>th</sup> Floor  
New York, New York 10041

Kenny Information Services  
"Called Bond Service"  
65 Broadway, 16th Floor  
New York, NY 10006

Municipal Securities Rulemaking Board  
1900 Duke St.  
Ste. 600  
Alexandria, VA 22314-3412

Moody's "Municipal and Government"  
99 Church Street, 8th Floor  
New York, NY 10007  
Attention: Municipal News Reports

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Capital Strength. Triple-A Performance.

**MBIA Insurance Corporation**  
113 King Street, Armonk, NY 10504  
Tel 914-273-4545  
www.mbia.com

VIA COURIER

July 11, 2005

Gerald Gonzalez  
Santa Fe County, New Mexico  
102 Grant Avenue  
Santa Fe, New Mexico 87501

RE: \$8,590,000 (Est.) Santa Fe County, New Mexico, General Obligation Refunding Bonds,  
Series 2005

Dear Mr. Gonzalez:

Enclosed please find the following documents for the referenced issue:

1. Two Commitments, each of which should be executed and one original returned to our offices in the enclosed self-addressed stamped envelope. The second Commitment should be retained for your files;
2. Disclosure language and a form of the Financial Guaranty Insurance Policy (the "Policy") for inclusion in the Official Statement;
3. A form of our Statement of Insurance for printing on the Obligations; and
4. A form of our "Payments Under the Policy/Other Required Provisions" for inclusion in your authorizing document. In the event the authorizing document is completed prior to choosing MBIA as the insurer, please have the Issuer and Paying Agent sign the attached "Schedule A".

Please note that all of the conditions to the Commitment must be met prior to the Policy being released by MBIA. All materials and questions regarding the conditions should be directed to the attention of Jeannine Walpole, whose direct dial telephone number is (914) 765-3587.

In addition, under no circumstances should any changes be made to Items 2, 3 and 4, nor should any other versions of these materials be used on any financing unless you have direct confirmation from MBIA as to the acceptability of such changes. Confirmation regarding items 2 and 3 may come only from our Documentation and Closing Department or our Legal Department and may be written or verbal. Confirmation regarding item 4 should come from Jeannine Walpole. Since the responsibility for this information remains with us, please send us drafts prior to the printing of any of these documents for our approval.

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July 11, 2005  
Gerald Gonzalez  
Santa Fe County, New Mexico  
Page Two

The premium in the amount of .168% of total debt service, premium rounded to the nearest hundred, should be wired to our account number 910-2-721728 with JP Morgan Chase Bank on the day of closing. The Bank's number is ABA# 021000021. Please reference Policy No. {TBD} in the wiring instructions. MBIA's claims paying ability is rated triple A by Fitch IBCA, Inc., Moody's Investors Service and the Standard and Poor's Rating Group. Inquiries related to ratings on transactions, fees and billing matters should be addressed to the appropriate rating agency.

We would like to request a copy of the final debt service schedule for this issue. We would also appreciate receiving three copies of the final official statement and three executed unbound copies of the closing transcripts within 60 days of the closing.

Thank you for your cooperation concerning these matters. If you have any questions, please contact our offices.

Sincerely,

Joanne DeGennaro  
Associate  
Documentation and Closing Dept.  
Direct Dial: (914) 765-3864  
Fax: (914) 765-3161  
joanne.degennaro@mbia.com

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**DISTRIBUTION LIST**

2005-006761

**Bond Counsel**

Modrall, Sperling, Roehl, Harris & Sisk, P.A.  
123 East Marcy Street  
Suite 201  
Santa Fe NM 87504

Peter Franklin  
Phone: 505-984-2856  
Fax: 505-848-9710

Chris Muirhead  
Phone: 505-848-1858  
Fax: 505-848-9710

**Issuer**

Santa Fe County  
102 Grant Avenue  
P.O. Box 276  
Santa Fe NM 87504

Gerald Gonzalez  
Phone: 505-986-6800  
Fax: 505-995-2740

Susan Lucero  
Phone: 505-986-6200  
Fax: 505-995-2740

**Underwriter/Trader**

RBC Dain Rauscher, Inc.  
6301 Uptown Boulevard, N.E.  
Suite 110  
Albuquerque NM 87110

Kevin F. Powers  
Phone: 505-872-5993  
Fax: 505-872-5979

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**COMMITMENT TO ISSUE A  
FINANCIAL GUARANTY INSURANCE POLICY**

Application No.: 2005-006761-001  
Sale Date: July, 2005 (T)  
Program Type: Negotiated DP

Re: \$8,590,000 (Est.) Santa Fe County, New Mexico, General Obligation Refunding Bonds, Series 2005 (the "Obligations")

This commitment to issue a financial guaranty insurance policy (the "Commitment") dated July 11, 2005, constitutes an agreement between SANTA FE COUNTY, NEW MEXICO (the "Applicant") and MBIA Insurance Corporation (the "Insurer"), a stock insurance company incorporated under the laws of the State of New York.

Based on an approved application dated July 8, 2005, the Insurer agrees, upon satisfaction of the conditions herein, to issue on the earlier of (i) 120 days of said approval date or (ii) on the date of delivery of and payment for the Obligations, a financial guaranty insurance policy (the "Policy") for the Obligations, insuring the payment of principal of and interest on the Obligations when due. The issuance of the Policy shall be subject to the following terms and conditions:

1. Payment by the Applicant, or by the Trustee on behalf of the Applicant, on the date of delivery of and payment for the Obligations, of a nonrefundable premium in the amount of .168% of total debt service, premium rounded to the nearest hundred. The premium set out in this paragraph shall be the total premium required to be paid on the Policy issued pursuant to this Commitment.
2. The Obligations shall have received the unqualified opinion of bond counsel with respect to the tax-exempt status of interest on the Obligations.
3. There shall have been no material adverse change in the Obligations or the Resolution, Bond Ordinance, Trust Indenture or other official document authorizing the issuance of the Obligations or in the final official statement or other similar document, including the financial statements included therein.
4. There shall have been no material adverse change in any information submitted to the Insurer as a part of the application or subsequently submitted to be a part of the application to the Insurer.
5. No event shall have occurred which would allow any underwriter or any other purchaser of the Obligations not to be required to purchase the Obligations at closing.
6. A Statement of Insurance satisfactory to the Insurer shall be printed on the Obligations.
7. Prior to the delivery of and payment for the Obligations, none of the information or documents submitted as a part of the application to the Insurer shall be determined to contain any untrue or misleading statement of a material fact or fail to state a material fact required to be stated therein or necessary in order to make the statements contained therein not misleading.
8. No material adverse change affecting any security for the Obligations shall have occurred prior to the delivery of and payment for the Obligations.

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9. The Insurer's "Payments Under the Policy/Other Required Provisions" (see attached) shall be included in the authorizing document.

10. The Applicant agrees not to use the Insurer's name in any public document including, without limitation, a press release or presentation, announcement or forum without the Insurer's prior consent; provided however, such prohibition on the use of the Insurer's name shall not relate to the use of the Insurer's standard approved form of disclosure in public documents issued in connection with the current Obligations to be issued in accordance with the terms of the Commitment; and provided further such prohibition shall not apply to the use of the Insurer's name in order to comply with public notice, public meeting or public reporting requirements.

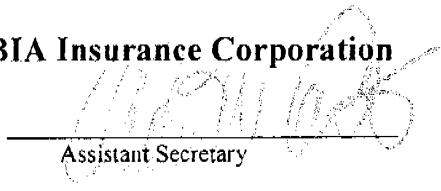
11. This Commitment may be signed in counterpart by the parties hereto.

12. Compliance with the Insurer's General Document Provisions (see attached).

13. Compliance with the Insurer's Standard Conditions for Refundings (see attached).

Dated this 11th day of July, 2005.

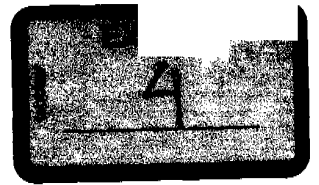
**MBIA Insurance Corporation**

By   
Assistant Secretary

**SANTA FE COUNTY, NEW MEXICO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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# **Santa Fe County**

## **Resolution No. 2005-**

---

### **A Resolution in support of naming the New Mexico Department of Transportation District 5 Office Building in Santa Fe in Honor of Former State Senator Reginaldo Espinoza, Sr.**

---

**WHEREAS**, Reginaldo Espinoza, Sr. was a member of prominent New Mexico and Colorado families. He was born in Ortiz, Colorado on June 22, 1912, the son of Celestino Espinoza, whose grandfather was a famous stock grower at the turn of the century, and Rosalia Chavez de Espinoza of an illustrious New Mexico family and direct descendant of General Jose Chavez who came to Abiquiu from Spain via California to colonize the Piedra Lumbre Grant, and daughter of Francisco P. Chavez, an early Santa Fe attorney; and

**WHEREAS**, Reginaldo Espinoza, Sr. served in the New Mexico State Legislature from Santa Fe County for 14 consecutive years, three terms as State Representative from 1943 to 1949 and two terms as State Senator from 1949 to 1957, during which time he was a Republican floor leader in both houses; and

**WHEREAS**, Reginaldo Espinoza, Sr. was very active as a Young Republican and served two terms as New Mexico State Chairman of the Young Republicans in the mid 1940's, as Chairman of the 11 Western States Conference of Young Republicans in 1947 and 1948, and as Vice Chairman of the National Federation of Young Republicans in 1951; and

**WHEREAS**, in 1958 Reginaldo Espinoza, Sr. was a Republican candidate for United States Senator; and

**WHEREAS**, Reginaldo Espinoza, Sr. served on the New Mexico State Highway Commission from January 25, 1967 to January 26, 1973, and during his tenure served as Chairman and Secretary; and

**WHEREAS**, Reginaldo Espinoza, Sr. served on the New Mexico Capital Reciprocity Commission and as a member of the Historic Sites Commission; and

**WHEREAS**, Reginaldo Espinoza, Sr., at the time of his death on June 27, 1991 was a member of the Highway Users Conference and had served on its Board of Directors for several years; and

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**WHEREAS**, Reginaldo Espinoza, Sr. was a business man in the oil and gasoline business in the Espanola Valley for many years and a real estate broker from 1965 until the time of his death; and

**WHEREAS**, Reginaldo Espinoza, Sr. was very interested in and supportive of the Health Studies Foundation Planned Restoration Project of the Los Luceros Hacienda in Alcalde, the home where his mother was born and reared; and

**WHEREAS**, Reginaldo Espinoza, Sr. was survived by his wife, Josephine G. Espinoza, who died June 27, 1991. He was also survived by his son, Carlos Espinoza, and three grandchildren by a son, Reginaldo Espinoza II, who preceded him in death in 1984: Valerie Espinoza, Reginaldo "Chip" Espinoza III and Captain Cholene Espinoza; and by a brother, Donald Espinoza.

**NOW, THEREFORE, IT IS RESOLVED THAT THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS** recognizes and honors Reginaldo Espinoza, Sr. for his service to the people of Santa Fe and Rio Arriba Counties and the State of New Mexico as a State and local leader; and

**BE IT FURTHER RESOLVED THAT THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS** supports the New Mexico Department of Transportation naming its District 5 office building in Santa Fe in his honor to be known as the "Reginaldo Espinoza, Sr. Building;" and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be transmitted to the New Mexico Department of Transportation; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be transmitted to a surviving granddaughter, our Santa Fe County Clerk, Valerie Espinoza, and to his other surviving family members.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of July, 2005.

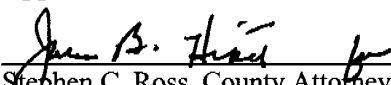
**SANTA FE BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Michael D. Anaya, Chairman  
Date: \_\_\_\_\_

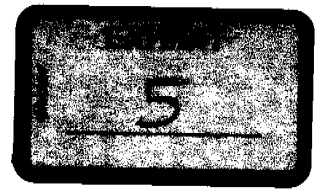
**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza, County Clerk  
Date: \_\_\_\_\_

**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross, County Attorney  
Date: 7.6.05

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## Santa Fe County

### US 285 South Corridor Development Regulations

### Presentation and Discussion of Regulations

Judy McGowan  
&  
Bob Orland

### Development Regulations – Purpose

- Implement the adopted US 285 South Highway Corridor Plan

### US South Highway Corridor Plan

- Project initiated in December 1999
- Process of refining the Plan
- Community meetings
- Adopted by BCC on July 13, 2004

### Evolution of the Ordinance

- Project initiated in February 2005
- Two US 285 South Highway Corridor Planning Committee Meetings
- Public Workshop on May 31<sup>st</sup>
- Third Draft before you

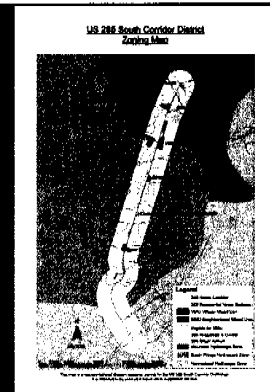
### US 285 South Highway Corridor Planning Committee

- Members
- Role in Corridor Plan
- Role in Draft Development Regulations

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## Regulatory Mapping

- Subdistricts
- Hydrologic Resource Zones



## Significant Points

- Relation to Development Code Rewrite
- Based on Adopted Plan
  - Refinements
  - Modifications

## Initial Sections (p. 1)

- 8.1 Applicability
- 8.2 Boundaries
- 8.3 Purpose
- 8.4 Policies
- 8.5 Subdistricts
  - Three Residential
  - Two Mixed-Use

## Section 8.6 Uses (p. 2)

- Uses in Use Table
- Three types
- Use Categories
- Use Standards
- Example Use Table
- "Refinement" of Uses

285SC					
Use Category	Specialty Uses	P	C	S	Use Standard
KEY: P = Permitted Use, C = Conditional Use, S = Special Use, Blank = Not Permitted					
All household living not listed below				S	
Single-family dwellings and manufactured homes		P		P	2.4.3B
Two-family dwellings (duplexes)		P		P	2.4.3B
Multi-family dwellings		P		C	2.4.27, 8.7.C
Manufactured home communities and subdivisions					2.4.28
Mobile homes					2.4.25
Upper floor residential				P	2.4.41
All group living not listed below				S	
Community residential homes (6 or fewer residents)		P		P	2.4.9
Community residential homes (7-14 residents)		C		C	2.4.9
Family compounds		C			2.4.10
All places of worship		C		C	
All day care not listed below					
Day care (13 or more adults or children)		C		C	2.4.11

US 285 South Corridor Regulations

Robert Odland Consulting

### Section 8.7 Density & Dimensional Standards (p. 8)

- Minimum Lot Area
- Maximum Coverage
- Maximum Height
- Setbacks
  - Maximum
  - Minimum

### Section 8.8 District Standards - All Subdistricts (p. 8)

- General Provisions
- Refinements/Modifications:
  - Shallow Parcels
  - Steep Slopes and Ridges
  - Lighting for Outdoor Art

### Section 8.9 District Standards – Residential Subdistricts (p. 12)

- General Provisions
- Special Use Provisions

### Section 8.10 Standards – Both Mixed-Use Subdistricts I (p. 12)

- Link to Zoning Map
- Supplemental Use Standards
- Supplemental Regulations

### Section 8.10 Standards – Both Mixed-Use Subdistricts

- Refinements/Modifications:
  - Home Businesses
  - Mix of Uses
  - Building and Roof Surface
  - Water Supply and Use
  - Landscaping Maintenance
  - Mixed-Use Buildings
  - Pedestrian Circulation

### Section 8.11 Standards – Village Mixed-Use Subdistrict (p. 21)

- Supplemental Use Regulations
- Supplemental General Regulations
- No Refinements/Modifications

Section 8.12 Standards – Neighborhood  
Mixed-Use Subdistricts (p. 24)

Five Subdistricts

Modifications

- San Sebastian/Old LV Highway
- Community Facilities Crossroads

Final Provisions (p. 26)

- Section 8.9 – Severability
- Map

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## US 285 South Highway Landscaping Plant List

### TREES

<b>Common Name</b>	<b>Botanical Name</b>
One Seed Juniper	Juniperus Monosperma
Pinion Pine	Pinus Edulis
Ponderosa Pine	Pinus Ponderosa
Wavyleaf Oak	Quercus Undulata
Narrowleaf Cottonwood	Populus Angustifolia
Bristlecone Pine	Pinus Aristata
New Mexico Privet/Olive	Foetisteria Neomexicana
New Mexico Locust	Robinia Neomexicana
Silver Buffaloberry	Shepherdia Argentia
Chokecherry	Prunus Virginiana
Utah Serviceberry	Amelanchier Utahensis
Black Willow	Goodingii
Western Hackberry	Celtis Reticulata

### BUSHES

<b>Common Name</b>	<b>Botanical Name</b>
Woods Rose	Rosa Woodsii
Apache Plume	Falugia Paradoxa
Littleleaf Mockorange	Philadelphus Microphyllus
Big Leaf Sage	Artemisia Tridentata
Silver Sage	Artemisia Cana
Sand Sage/Threadleaf Sage	Artemisia Filifolia
Curl Leaf Mahogany	Cercocarpus Ledifolius
Mountain Mahogany	Cercocarpus Montanus
Smooth Mahogany	Cercocarpus Intricatus
Snowberry	Symphoricarpos Oreophilus
Winter Fat	Ceratoides Lanata

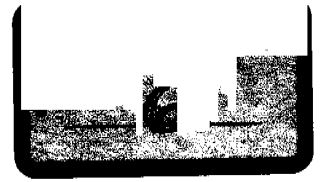
Golden Current	Ribes Cereum
Wild Plum	Prunus Americana
Three Leaf/Skunkbush Sumac	Rhus Triobata
Smooth Sumac	Rhus Glabra
Fernbush	Chamaebataria Millofolium
Beargrass	Nolina Microcarpa
Broadleaf Yucca	Yucca Baccata
Soap Tree Yucca	Yucca Elata
Narrowleaf Yucca	Yucca Glauca
Fremont Barberrry	Berberis Fernontii
Western Sand Cherry	Prunus Besseyi
Four Wing Saltbrush	Atriplex Canescens
Agave	Agave Utahensis
Mormon Tea	Ephedra Nevadensis
Wolfberry	Lycium Sp.
Indian Apple	Periphyllum Ramosissimus

### GRASSES

<b>Common Name</b>	<b>Botanical Name</b>
Blue Grama	Bouteloua Gracilis
Sideoats Grama	Bouteloua Curtipendula
Western Wheatgrass	Agropyron Smithii
Little Bluegrass	Andropogon Scoparium
Alkali Sacaton	Sporobolus Airoides
Galleta	Hilaria Jamesii
Indian Ricegrass	Oryzopsis Hymenoides

### FLOWERS

<b>Common Name</b>	<b>Botanical Name</b>
Purple Aster	Machaeranthera Bigelovii
Wild Four O'clock	Mirabilis Multiflora
Blue Flax	Linum Lewisii
New Mexican Region Poppy	Eschscholzia
Firewheel	Gaillardia Aristata
Rocky Mountain Penstemon	Penstemon Strictus
Creeeping Globemallow	Sphaeralcea Coccinea

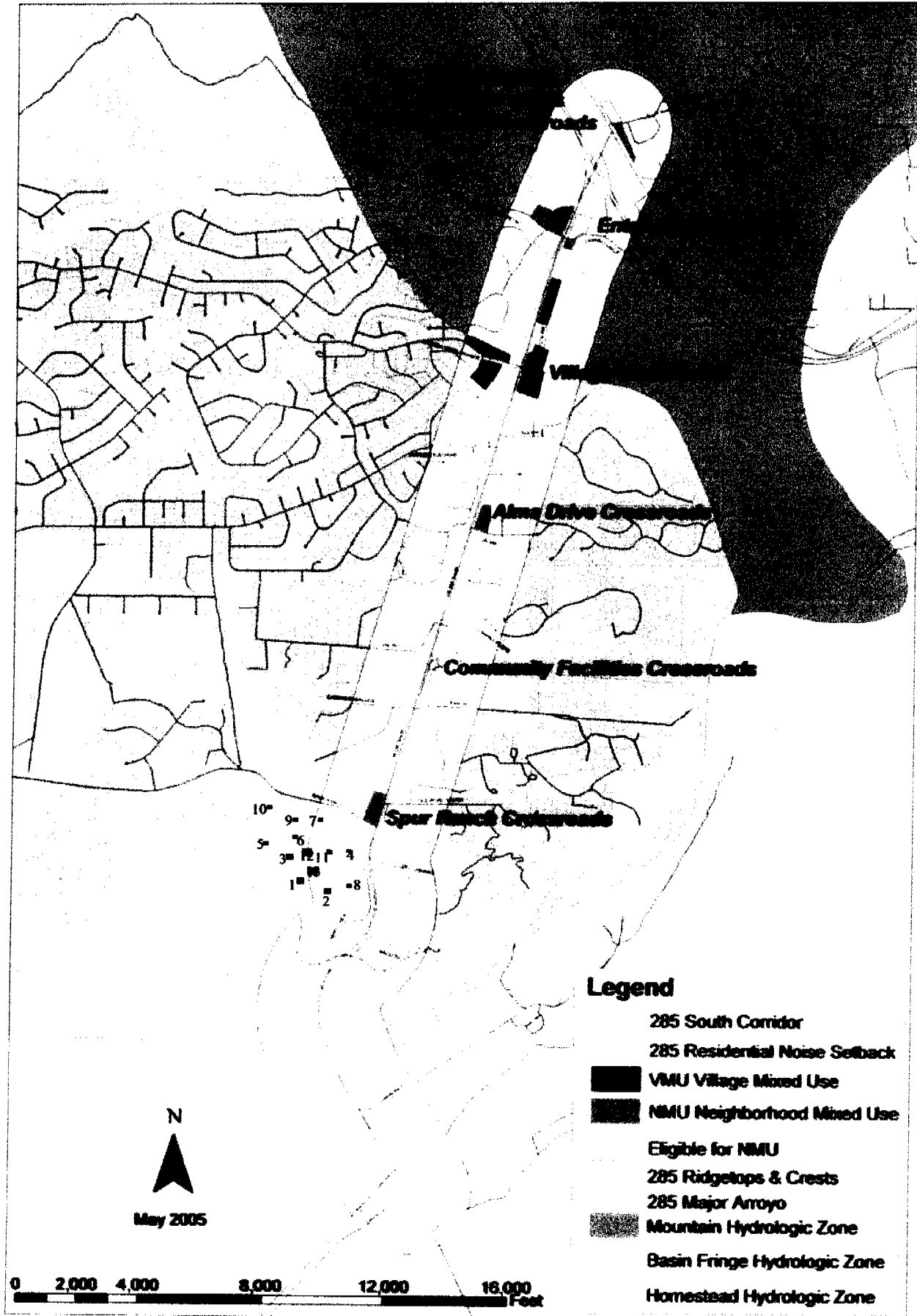


# SPUR RANCH



# NEIGHBORHOOD ASSOCIATION

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This map is a representational diagram showing zoning for the US 285 South Corridor Ordinance. It is intended to be used as a visual aid to supplement the text.



No. 10  
No. 11

**Spur**

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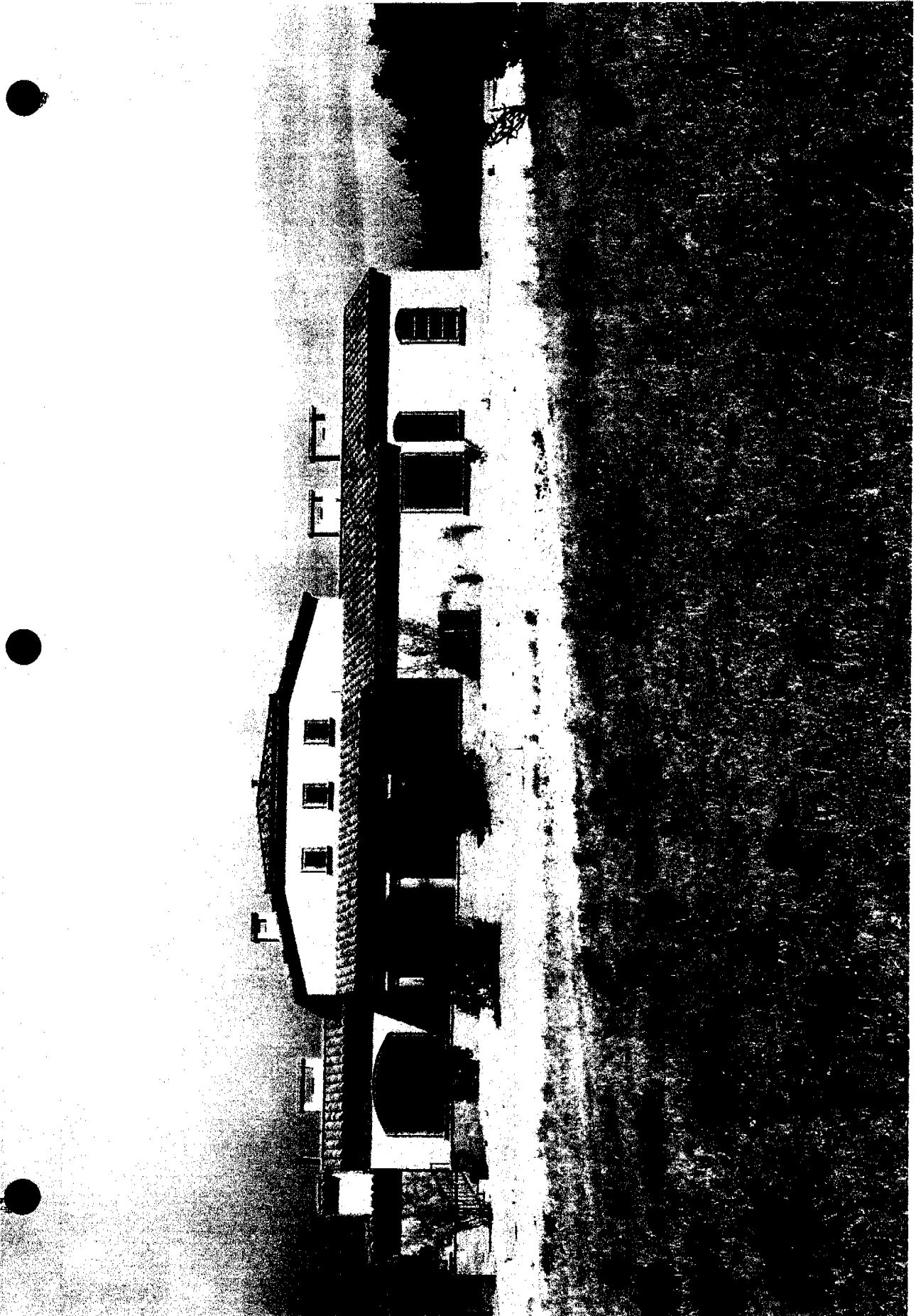


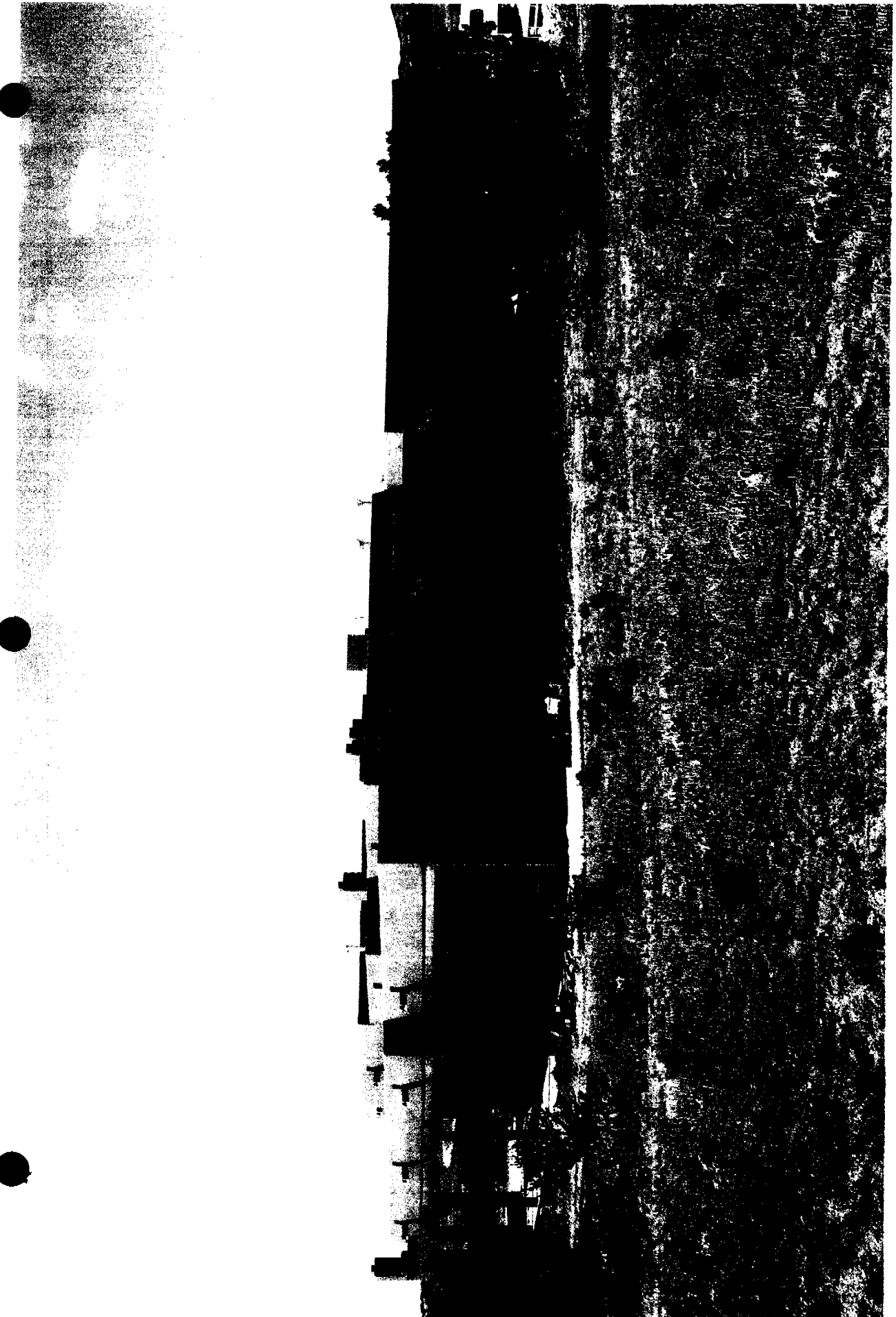
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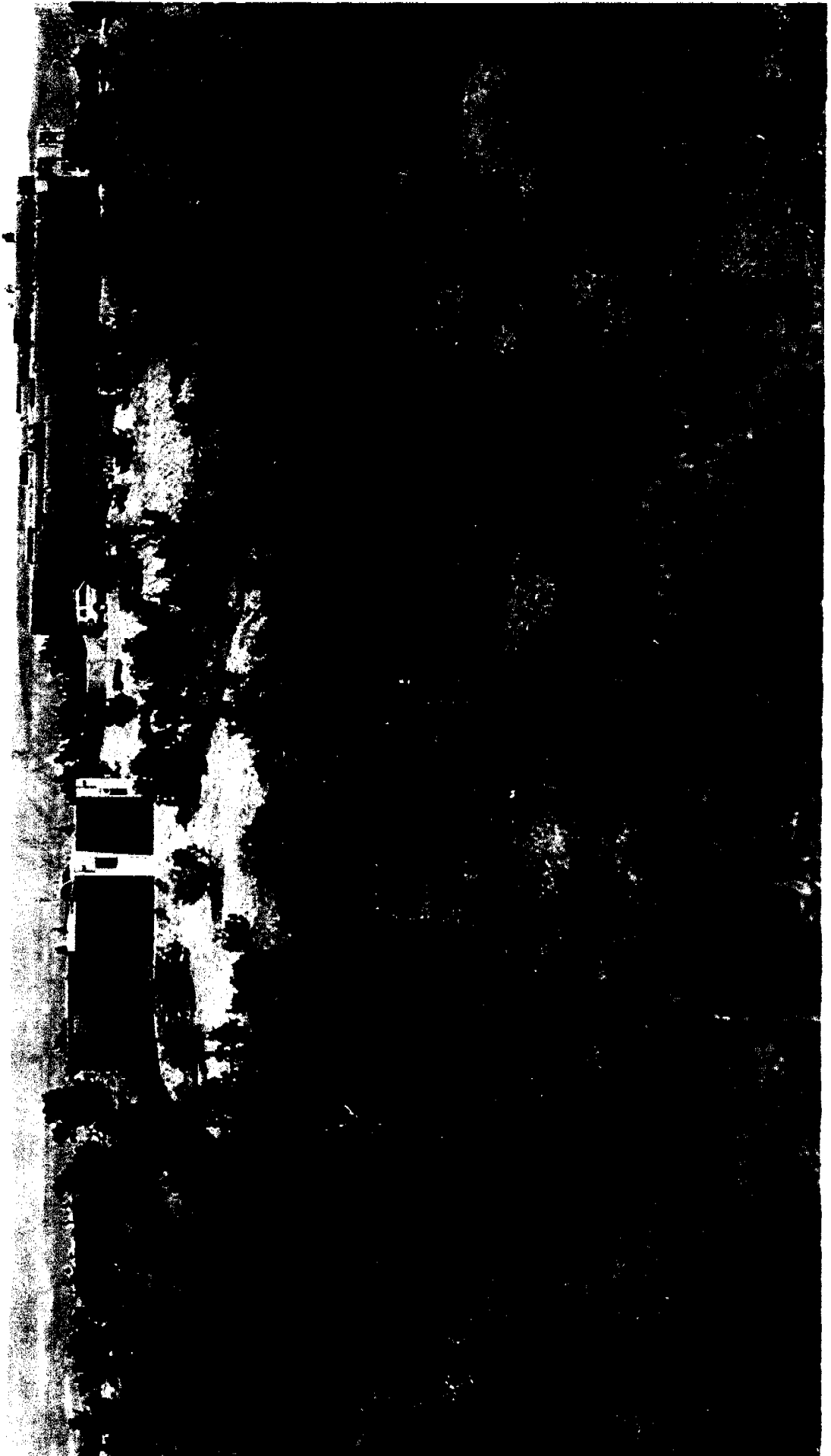


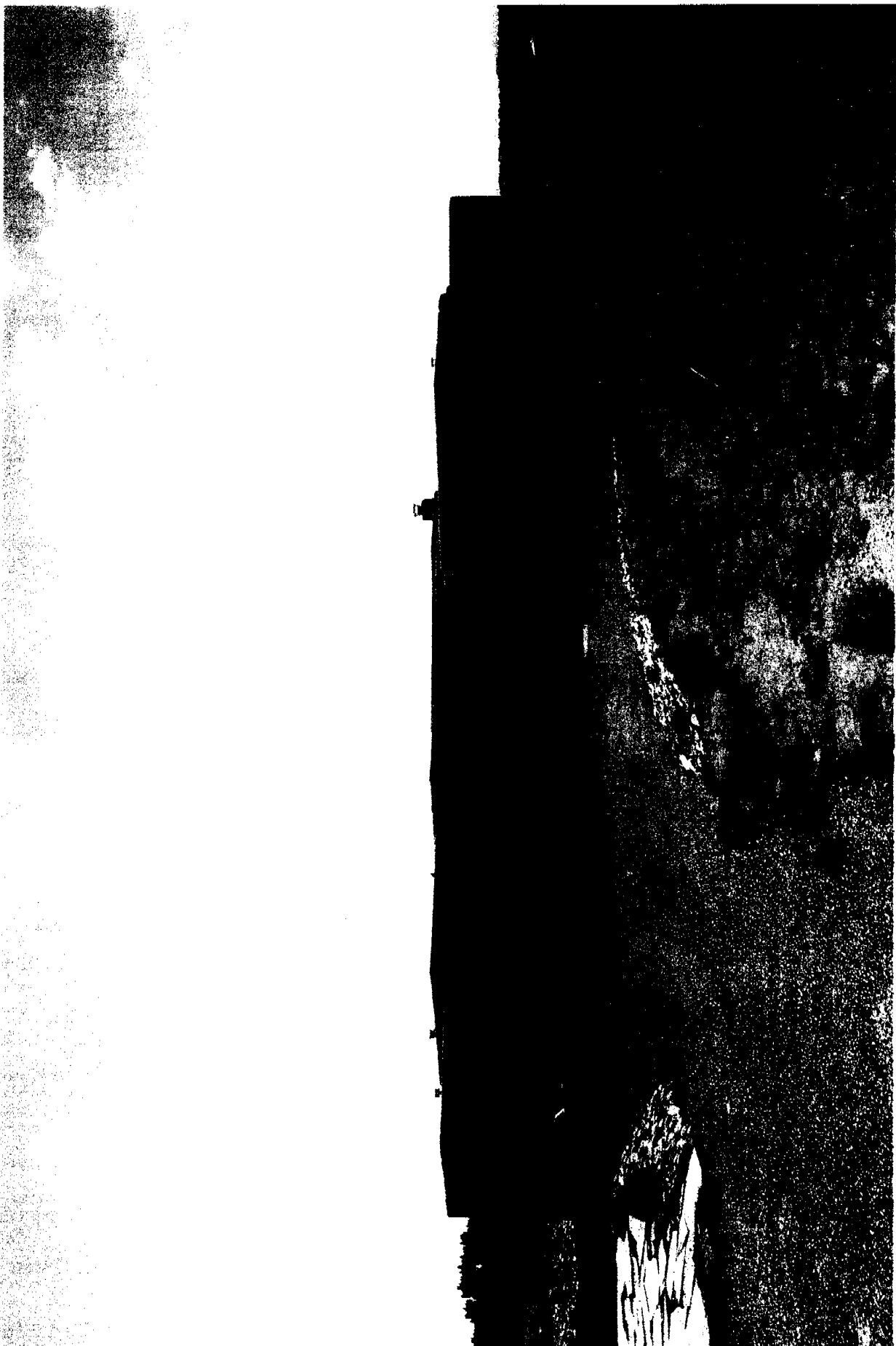






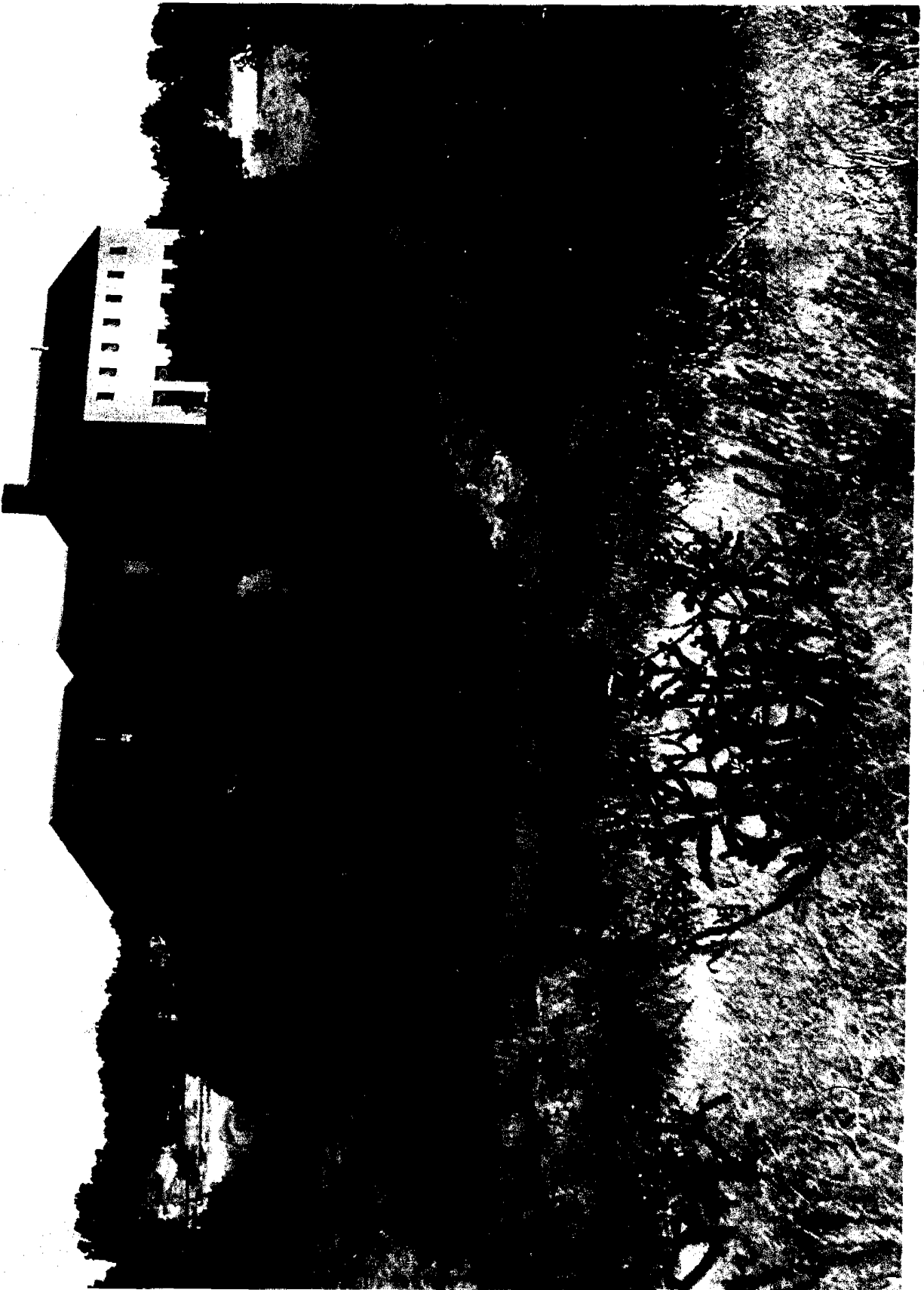
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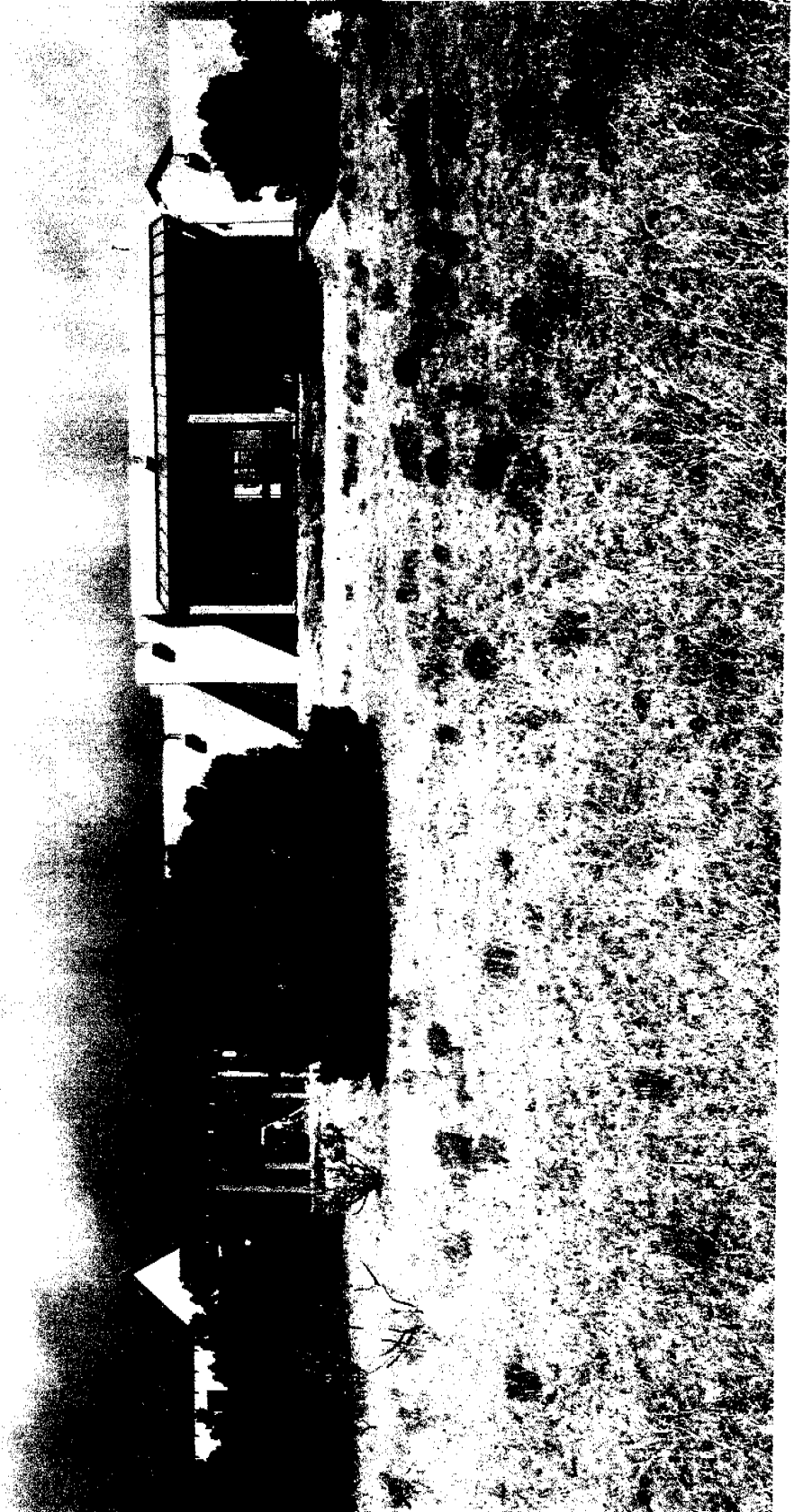




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**THE MARTIN FIRM PC**  
*Attorneys At Law*

*Federal Place  
Post Office Box 8393  
Santa Fe, New Mexico 87504  
USA*

*Admissions: District of Columbia,  
Virginia, New York, New Mexico,  
U.S. Tax Court, U.S. Supreme Court*

*Telephone 505-989-4325  
Telefax 505-989-3349  
Email martinfirm@mindspring.com*

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**MEMORANDUM SUMMARY FOR  
SANTA FE BOARD OF COUNTY  
COMMISSIONERS' HEARING**

**DATE:** July 12, 2005

**TO:** Santa Fe County Board of Commissioners (BCC)  
Regular and Public Hearing Matters, July 12, 2005  
Land Use Department

**FROM:** John A. Martin III

**RE:** **Ordinance 2005 - An Ordinance Amending Article XIV, Traditional and Contemporary Zoning Districts, of Santa Fe County Land Development Code, Ordinance 1996-10, as Amended, to Add a New Section 8, US 285 South Highway Corridor Zoning District (First Public Hearing, Judy McGowan)**

---

The following points are submitted for the Record by local residential and commercial land owners affected by the proposed County action: Dean G. Alexis and Cynthia J. Alexis; The Dean G. Alexis and Cynthia J. Alexis Trust (collectively, "Owners"), residence address: 58 Luz del Mundo, Santa Fe County, NM 87507.

Ownership Properties Actually and/Or Presumptively Affected by Proposed County Action:

**Commercial Lot 1-A (12.49 acres), Residential Lot 1D (12.49 acres), Undeveloped Lot 1C (12.49 acres), located within Lot 14 of Eldorado at Santa Fe Subdivision, being further described on that certain Survey Plat recorded on April 21, 2004, in book 557, page 037, as Document No. 1324,122, records of Santa Fe County, New Mexico.**

**I. Preliminary Statement:**

Owners are pleased that Santa Fe County and surrounding residents and communities share a mutual interest in the planning goals, overall use, prudent preservation, and beneficial future development of lands in the US 285 South Highway Corridor Zoning District. In this spirit of constructive and positive participation, Owners make the following initial comments to the proposed County Ordinance Amendment(s). Likewise, in connection therewith, Owners also reserve the right to make such additional comments, and to receive such other notice, make such other comments, and enjoy all prerequisite opportunities to be heard regarding these proposals as may be contemplated, necessary and reasonable in accordance with law

**THE MARTIN FIRM PC**  
*Attorneys At Law*

Santa Fe Board of County Commissioners  
Public Hearing  
July 12, 2005  
Page Two

**II. Selected Initial Comments (With Reserve):**

**A. Public Hearing Draft Staff Reports.** Upon review of two (2) Public Hearing Draft Staff Reports submitted in connection with this Amending Ordinance, Owners notice that substantial, adverse and limiting re-classification and or elimination of many categories of Use (numerous pages, in fact)--Permitted Use, Conditional Use, Special Use has occurred. See, Public Hearing Draft dated May 20, 2005, pgs. 3-7, as contrasted with Public Hearing Draft dated June 8, 2005, pgs. 4-7. Owners request maximum development flexibility consistent with the public good, and wish to see many deleted or curtailed uses contained in the earlier versions of the proposed corridor plan to be restored as originally conceived and crafted over a long period of time, involving many citizens and official decision-makers.

Owners thus hope to work with their consultants and County staff in the refinement and completion of appropriate Use Categories. Owner's believe that the most recent, shorter Use list and categorization should be re-examined with additional public input, and the input of Owners who actually live just off the Village Crossroads juncture. In effect, commercial and business development may be best served by a less restrictive approach, so long as any business or commercial use suggested can demonstrate the consumptive water necessary to be acceptable. As it stands, the Owners believe the present proposal is prejudicial and unbalanced. Again, a given use should be permitted only if consumptive water needs can be sensibly satisfied, and are a consistent application of water resources within the proposed commercial development. In summary, this can be demonstrated by a showing of the ability to provide water consistent with whatever business or commerce generally would be the consumptive user.

**B. Center Street/Median Lane.** The requirement of a so-called "Center Street" that extends down a given proposed development and having a thirty-five (35) foot span, landscaped by deciduous trees, sidewalks, and standard public infrastructure, does not make sense unless the development in question is sufficiently large to justify this scale of improvement. The deciduous trees, alone, being basically non-native and water intensive, do not seem a good choice. In addition, care must be taken to prevent large public gathering space unless it is first balanced with the fair and sensible privacy needs of affected residents/users. Owners may be directly and adversely impacted by this more substantially than anyone else. Hopefully, language may now or will eventually evolve that governs the attributes of such median/center space depending on the size and scope of given appurtenant development. This solution may more fairly result in corresponding, appropriate gradations in an affected developer's improvement/public enhancement responsibilities.

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**THE MARTIN FIRM PC**  
*Attorneys At Law*

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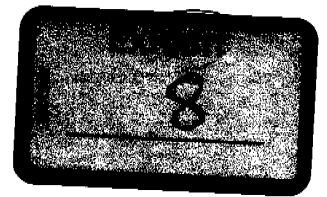
**C. US 285 Deceleration Lane.** This proposed traffic deceleration lane extends south of the Village Crossroads, Luz del Mundo area. Apparently, this has been suggested or perhaps conditionally mandated by the New Mexico State Highway Department, or Transportation. The lane eliminates “right exit” access to properties altogether, requiring an inconvenient “approach and reverse” requirement for residents. Owners would prefer to see a more sensible “right in” for traffic circulation purposes, and, more importantly, for emergency vehicle access for the many residents, as one example only.

**D. Transfer of Water Rights To Eldorado Water System.** The requirement that Owners be required to transfer all water and well rights to the Eldorado water utility as a *quid pro quo* and condition of obtaining a development permit seems unfair and flawed for numerous reasons that exceed the scope of this outline format Memorandum. Obviously, Owners believe this requirement is unacceptable for them, and the transfer, if required by law such as County ordinance, a drastic overreaching of public authority. It should be kept in mind that while this is anecdotal to Owners, here, Owners incurred all risk in establishing their well, and paid over \$80,00 in start-up costs for the well. To be forced to give it all up to the Eldorado system, or face a loss of all or many development rights, is legally problematic.

Likewise, the proposed Ordinance, which, for example, would require an owner having three (3) ac/ft of water rights to reduce that by twenty percent (20%) in order to compensate for normal line loss and fire protection readiness, needs change. In the case of Owners, there would be no water loss from a well to any building also sited on their property, and any water reserved for fire protection would not be lost for any use intended beneficially. Simply put, emergency water would be pressurized in the system, and will not effect any other ability to use water consumptively. This seems to be a mere pretext for the reduction of an existing 3 ac/ft right to a 2.4 ac/ft remainder right.

**III. Conclusion:**

Owners greatly appreciate the initiative and hard work of County leaders, Staff and fellow citizens to date in the planning stage of this Ordinance Amendment process. On the above, and prior to the next Hearing on this Agenda item, Owners hope, with the Board’s permission, to meet with and help County Staff regarding suggested language and other procedural and substantive content regarding Use, Water Rights and similar crucial matters and possible changes to the Amendment as it currently stands today. Owners share the same hope all responsible and fair-minded citizens and government leaders do: fairness, balance and a good, long-term solution to this complex land use challenge.



## Suerte del Sur MP Timeline

- **OCTOBER 21, 2004 CDRC MEETING**

On October 21, 2004, the CDRC met and acted on this case. The decision of the CDRC was to grant approval for Master Plan, for a 264-lot residential subdivision on 660-acres.

- **NOVEMBER 9, 2004 BCC MEETING**

This case was tabled at the request of County Staff and the applicant to clarify issues raised by Santa Fe County Ordinance 2003-2.

- **DECEMBER 14, 2004 BCC MEETING**

The Board of County Commissioners heard this case on December 14, 2004. The decision of the Board was to table CDRC Case # S 03-5780 (Suerte Del Sur Master Plan.) to allow the applicant time to address issues and concerns raised by the Board of County Commissioners. The issues are as follows:

1. Affordable Housing
2. Water Availability Assessment
3. Water Rights Transfer

- **FEBRUARY 8<sup>th</sup>, 2005 BCC MEETING**

The Board of County Commissioners heard this case on February 8, 2005. The decision of the Board was to deny Master Plan Zoning, for CDRC Case # S 03-5780 (Suerte Del Sur Master Plan.) Based on that the proposed development does not act in accordance with growth and development principles of the County.

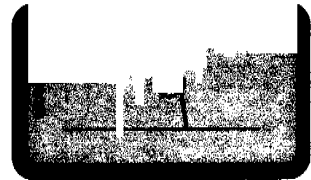
Regional Planning Authority Plan, the most recently adopted plan within in the project's boundaries, is based on five principles, which are as follows:

1. Future water.
2. Affordable Housing
3. Economic diversification and Employment Opportunity
4. Infrastructure and Services
5. Regional Character

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**Santa Fe Domestic Well Owners Association  
Objection to Re-Hearing of Suerte del Sur Master Plan**



**\*\*\* WATER USE OBJECTIONS \*\*\***

Hello, my name is Tom Blog and I am speaking on behalf of the Santa Fe Domestic Well Owners Association, and as a private citizen.

**We oppose SdS because of its water use budget and the source of its water.** We have consistently based our opposition on the following arguments:

- 1) Paper transfer of out of basin water rights, at least some of which are surface rights, to in basin ground water miles from the Rio Grande is "China Town" like fiction. The precedent this will set will be devastating to sensible basin management.
- 2) Placing a 2000 foot, municipal grade well within a cluster of many hundreds of existing domestic wells neighbors to high risk of well impairment. Even the developer funded hydro report may say there will be impact to hundreds of nearby well owners. 100 year hydrology impact studies are dodgy at best, and even the developer is not arguing this project meets any standards of aquifer sustainability. The developer has been unwilling to post a bond or other assurances of no impact.
- 3) The developer has been unwilling to provide any assurance that this municipal grade well will not be used as a point of diversion for other developments or connected to a county system. Hence, once this well is in use, the nearby residents have an exposure far in excess of the requested 128 afy.
- 4) The developer has proposed a water budget of between .4 and .5 af per lot. This works out to over 12000 gallons per lot per month! I, with a family of 4 on a large lot use less than 3000 gallons per month! For the County that has great policies of catchment systems, recalculating hot water, low flow toilets and no guest houses to permit this amount of water consumption would be an incredible contradiction and mixed signal. In no case should there be more than .25 af per built out lot, and we should expect innovative and lower use from a high end – high margin development.

**To encapsulate the water arguments: this is the wrong well, at the wrong place at the wrong depth with the wrong amount of water and with the wrong supply of paper water.**

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**SF Domestic Well Owners Opposition to Suerte del Sur.  
Please record into the minutes as if presented in its entirety.**

**Santa Fe Domestic Well Owners Association  
Objection to Re-Hearing of Suerte del Sur Master Plan**

**\*\*\* PUBLIC POLICY AND PROCEDURE OBJECTIONS \*\*\***

After multiple public hearings, the commission weighed these and other arguments such as density and affordable housing, and voted resoundingly to 4-1 to reject the SdS Master Plan.

Which raises my second and final point: why are we here in the middle of the night?

When SdS was voted down in February, already more than a year of public discourse had been held. A decision was rendered by a very experienced BCC, with each member having many years of county politics and county policy experience.

**If a decision, reached after over a year of public debate can be overturned in executive session based on the filing of a request for judicial review, without litigation, then fellow citizens and Commissioners, then we in Santa Fe County have a very weak framework for complex public policy issues, and renders citizen input and BCC votes a mute point.**

How will the county handle the next large development with a big well and out of basin water right? Does the county have any control over growth other than lot splits by applications without mega-lawyers?

**I am even told that the BCC lacks jurisdiction over this Master Plan application because SdS appealed the prior denial and that appeal is still pending in district court.**

I am not a lawyer and this is not about legal subtleties – This is about the ability of the county, with input from its citizens and developers, to manage its own water, growth and destiny.

Please, we all implore you – stick to your original rejection, get a stronger framework of ordinances and policies that follows the Comprehensive Plan, and fight for all of us in court if needed.

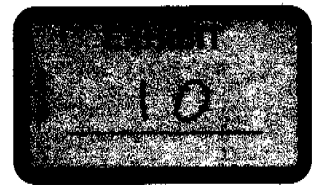
You have previously made a well heard, well reasoned decision – stick to it.

Please, table or vote this down again.

Thank you very much.

**SF Domestic Well Owners Opposition to Suerte del Sur.  
Please record into the minutes as if presented in its entirety.**

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If this passes:

PLEASE:

Limit them to .25 acre-ft per lot including common areas

WE'D Appreciate:

Require they hook on to county water when available and cap their well.

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