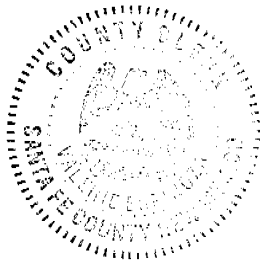


SANTA FE
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING

October 25, 2005

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



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC MINUTES
PAGES: 155

I Hereby Certify That This Instrument Was Filed for
Record On The 7TH Day Of December, A.D., 2005 at 14:01
And Was Duly Recorded as Instrument # **1410699**
Of The Records Of Santa Fe County

Deputy Valerie Espinoza Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

SANTA FE BOARD OF COUNTY COMMISSIONERS

COMMISSION CHAMBERS

COUNTY ADMINISTRATION BUILDING

REGULAR MEETING
(Administrative Items)
October 25, 2005 - 10:00 a.m.

Please turn off cellular telephones during the meeting.

Agenda

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. State Pledge
- V. Invocation
- VI. Approval of Agenda
 - A. Amendments
 - B. Tabled or Withdrawn Items
 - C. Consent Calendar: Withdrawals
- VII. Approval of Minutes
 - A. September 22, 2005
 - B. September 27, 2005
- VIII. Matters of Public Concern – Non-Action Items
- IX. Matters from the Commission
 - A. Proclamation Honoring Santa Fe Living Treasures Samuel A. Adelo, Bud Kelly and Maria Viola Maes Padilla (Commissioner Vigil)
 - B. Consideration of Memorandum of Understanding between the County of Santa Fe and the Santa Fe Community College for a Film Initiative Scene Shop Project (Commissioner Vigil)
 - C. A Proclamation Acknowledging Entering Into a Government to Government Cooperation MOU between Santa Fe County and the Pueblos of Tesuque, Nambe, Pojoaque, San Ildelfonso, and Santa Clara (Commissioner Montoya)
 - D. Consideration and Possible Approval of the Memorandum of Agreement Among Santa Fe County, the Pueblo of Pojoaque and the Pojoaque Valley School District (“PVSD”) for the PVSD Wastewater Project (Commissioner Montoya)
 - E. Consideration and Possible Approval of a Joint Powers Agreement Between Santa Fe County and the Pueblo of Pojoaque Concerning the Pojoaque Valley Wastewater Project (Commissioner Montoya)
 - F. Resolution No. 2005 – A Resolution to Protect and Promote the Health, Safety and General Welfare of the People of the County of Santa Fe, New

- Mexico by Advocating for the Protection of the Valle Vidal and Endorsing the Core Values of the Coalition for the Valle Vidal (Commissioner Campos)**
- G. Reconsideration of CDRC Case No. V 05-5290, Vista Clara Ranch Variance, where Vista Clara Ranch (Kaye Sandford), Applicant, Requested a Variance of Ordinance No. 2003-06 (Commercial Rainwater Catchment Systems), to Allow the Applicant to Utilize an Alternative Water conservation Method on Property is Located off of State Road 41, North of Galisteo, within section 25, Township 14 North, Range 9 East in commission District 5. The Variance was Approved During the Regular Meeting (Public Hearing) of October 11, 2005. (Possible Action on Motion to Reconsider Only) (Commissioner Campos)**
 - X. Presentations**
 - A. Yolanda Tyner Ward of KRQE News 13 on Project Life Vest**
 - B. Employee of the Quarter**
 - C. Recognize the Contribution of Richard Taaffe to the Santa Fe County Health Policy & Planning Commission upon His Resignation.**
 - XI. Committee Appointments/Reappointments and Resignations**
 - A. Appointment to the Bennie J. Chavez Community Center Committee**
 - B. Appointments to the Maternal Child Health Council**
 - C. Resignations From the Health Policy & Planning Commission**
 - XII. Consent Calendar**
 - A. Budget Adjustments**
 - 1. Resolution No. 2005 – A Resolution Requesting an Increase to the Clerk Recording Fees Fund (218) to Budget Prior Fiscal Year 2005 Cash Balance for Expenditure in Fiscal Year 2006 /\$26,000 (Clerk’s Office)**
 - 2. Resolution No. 2005- A Resolution Requesting an Increase to the State Special Appropriations’ Fund (318) / Eldorado and Edgewood Senior Centers to Budget Grants Awarded Through the New Mexico Department of Aging and Long-Term Services / \$145,000 (Projects & Facilities Management Department)**
 - 3. Resolution No. 2005 – A Resolution Requesting an Increase to the Facility Bond 1997 Proceeds Fund (370) to Budget Prior Year Reimbursement Revenue for Expenditure in Fiscal Year 2006 / \$5,203.65 (Project & Facilities Management Department)**
 - 4. Resolution No. 2005 – A Resolution Requesting an Increase to the Road Projects Fund (311) County Road 103 to Budget a Grant Awarded Through the New Mexico Department of Transportation for Expenditure in Fiscal Year 2006 (Public Works Department)**
 - 5. Resolution No. 2005 – A Resolution Requesting an Increase to the General Fund (101) to Budget a Memorandum of Understanding with the Administrative Office of the Courts for Expenditure in Fiscal Year 2006 \$20,000 (Sheriff’s Office)**
 - 6. Resolution No. 2005 – A Resolution Requesting an Increase to the Law Enforcement Protection Fund (211) for a Grant Awarded Through the Law Enforcement Block Grants Program Approved by the Bureau of Justice Assistance for Expenditure in Fiscal Year 2006 / \$19,034 (Sheriff’s Office)**

7. **Resolution No. 2005 – A Resolution Increasing the 232 EMS/ Other Healthcare Fund By \$5,000 for Funds to Pay for Fuel for the Mobile Health Fair Van (Health & Human Services Department)**

B. Professional Service Agreements

1. **Request Approval to Award Amendment 1 to Professional Services Agreement (PSA) No. 25-133-YDP with Anthony W. Mayfield, DDS, to Provide Dental Services to the Youth Development Program (YDP) \$26,741 (Corrections Department)**
2. **Request Authorization to Ratify Professional Services Agreement No. 26-1813-ADF/RH to Compass Group LLC, (Canteen) to Provide Food Services at the Santa Fe County Adult Detention Facility \$686,000 (Corrections Department)**
3. **Request Authorization to Ratify Professional Services Agreement No. 26-1805-ADF/KD to Bicoll, DDS to Provide Dental Services at the Santa Fe County Adult Detention Facility \$20,000 (Corrections Department)**
4. **Request Authorization to Award Professional Services Agreement No. 26-0101-MO/RH to the Highest Rated Offeror in Response to RFP #26-0101-MO/RH to Provide Lobbying Services \$25,000 (Manager's Office)**
5. **Request Authorization to Execute Amendment No. 3 to PSA #24-0076-HR with the Solutions Group to Provide Employee Assistance Program Services \$28,182 (Manager's Office)**
6. **Request Authorization to Ratify Professional Services Agreement No. 26-1814-ADF/RH to QMS, LLC to Provide Temporary Nursing Staff for the Medical Unit at the Santa Fe County Adult Detention Facility \$60,826 (Corrections Department)**
7. **Request Authorization to Execute Amendment No. 1 to PSA #25-0077-TR with Ink Impressions Inc. to Provide Tax Bill Printing Services \$26,000 (Treasurer's Office)**
8. **Request Authorization to Ratify Purchase Pursuant to NMSA 13-1-129 for the Santa Fe County Adult Detention Facility \$101,740 (Corrections Department)**

C. Grant Agreements

1. **Request Approval of Grant Agreement with New Mexico Department of Finance and Administration for Teen Court Legislative Appropriation in the Amount of \$33,250 (Health & Human Services Department)**

D. Misc.

1. **Consideration of a Written Order Setting the Tax Rates on the Net Taxable Value of Property Allocated to Santa Fe County (Assessor's Office)**
2. **Request Authorization to Approve Special Appropriation Projects Amendment No. 1 for Santa Fe County Recovering Alcoholics Center Structure Awarded through the State of New Mexico Department of Finance and Administration (Finance Department)**
3. **Request Authorization to Approve the '05 Project Grant Appropriations-NM Aging and Long Term Services Department: \$95,000 for the El Dorado Senior Center and \$50,000 for the**

Edgewood Senior Center (Project & Facilities Management Department)

4. **Request Approval of the Memorandum of Agreement (MOA) To Construct the Curb, Gutter and Sidewalk Along Agua Fria Street From the City/County Line to Siler Road (Public Works Department)**
5. **Acceptance of Offers Regarding, IFB 25-67-RB1 and Authorization to Enter into Price Agreement with Waste Systems Supply for One or More Solid Waste Compactor Units and Receiver Boxes / \$51,696 (Public Works Department)**

XIII. Staff and Elected Officials' Items

A. Clerk's Office

1. **Resolution No. 2005 -- A Resolution Designating the Polling Places of Each Precinct in Santa Fe County, New Mexico**

B. Finance Department

1. **Resolution No. 2005 -- A Resolution Declaring the Intent of Santa Fe County, New Mexico Industrial Bonds Entitled Santa Fe County, New Mexico Industrial Revenue Bonds (ATC Charter School Foundation Project), Series 2005 in an Aggregate Amount of Up to \$7,000,000 in Connection with a Proposed Project to be Located in Santa Fe County, New Mexico, for the Purpose of Inducing ATC Charter School Foundation or its Successors or Assigns, to Acquire, Construct and Equip the Project and to Reimburse Temporary Advances Made for Capital Expenditures from Proceeds of the Bonds and Related Matters**
2. **Resolution No. 2005 -- A Resolution Requesting Authorization to Reimburse County for Funds it Intends to Advance for Capital Expenditures Related to Water Rights Purchases for the County**
3. **Resolution No. 2005 -- A Resolution Awarding the Santa Fe County General Obligation Bond Series 2005A to the Best Bidder (Public Works and Water Projects)**

C. Health & Human Services Department

1. **Approve FY-2006 Memorandum of Agreement between Santa Fe County and St. Vincent**

D. Projects & Facilities Management

1. **Presentation and Recommendation to the Board of County Commissioners Regarding the Thorton Ranch Open Space Management Process (Projects and Facilities Management Department)**
2. **Request Approval for Amendment to Contract #22-0098-PW for an Increase to the Compensation Clause for Louis Berger & Associates for the New Public Work Facility \$541,462.00 (Project & Facilities Management)**

E. Water Resources Department

1. **Request for Utility Water Rate Adjustment for the County Jail Facility**
2. **Request Approval for Contribution to US Geological Survey Extension of the Aero Magnetic Survey (\$20,000)**

3. **Request Approval of a Water Service Agreement with Robert Pearson**
- F. **Matters from the County Manager**
 1. **Update on Various Issues**
- G. **Matters from the County Attorney**
 1. **Executive Session**
 - a. **Discussion of Pending or Threatened Litigation**
 - b. **Limited Personnel Issues**
 - c. **Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights**

XIV. ADJOURNMENT

The County of Santa Fe makes every practical effort to assure that its meetings and programs are accessible to people with disabilities. Individuals with Disabilities should contact Santa Fe County in advance to discuss any special needs (e.g., interpreters for the hearing impaired or readers for the sight impaired).

SANTA FE COUNTY
REGULAR MEETING
BOARD OF COUNTY COMMISSIONERS

October 25, 2005

This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 10:20 a.m. by Chairman Mike Anaya, in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

Following the Pledge of Allegiance and State Pledge, roll was called by Assistant County Clerk Marcela Salazar 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 Housing Department Director Robert Anaya.

CHAIRMAN ANAYA: As most of you may know, or not know, we lost a very special person here at Santa Fe County, Arnold Gutierrez who worked for the Public Works Department and we have a little something to read. Commissioner Montoya.

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. Arnold I had known since we were in school together in Pojoaque. I knew him for a long time. We were fortunate to have had his services for however brief a period it was and what he shared and what he gave to us was something that a lot of us and I will be forever grateful for what he did for the constituents of Santa Fe County, and specifically for the constituents of District 1.

Arnold Jessie Gutierrez was 36 and again, a resident of Pojoaque and he passed away on Friday October 21, 2005 from injuries sustained in an automobile accident. Arnold was

currently employed by our Santa Fe County Public Works Department and he first started working with the Project and Facilities Management Department in August of 2003 and then moved on to Public Works as an equipment operator in December of that same year. Arnold loved fishing, riding his Harley and his favorite pastime was being with his family, especially with his mother. His first love was his son, Esteban. Arnold is survived by this mother, Josie Martinez, and husband Manuel, sister Natalie Gutierrez and companion Leroy Duran, all of Pojoaque. The one person he considered a son, Esteban Salazar, and his mother, Claudina Salazar of Alcalde, was very dear to Arnold. Also a close friend, Becky, nieces, Tasha and Jacqueline Rivera both of Pojoaque, best friend and uncle, Cayetano Garcia of Pojoaque, numerous uncles, aunts, cousins and many friends.

Pallbearers from Santa Fe County will be Jeff Trujillo, Mark Lujan, and Sam Abeyta. The family of Arnold Jessie Gutierrez has entrusted his funeral arrangements to de Vargas funeral home of the Española Valley. Services started this morning at 10:00 am at Our Lady of Guadalupe Catholic Church in Pojoaque. Quédescanse en paz el alma de Arnold Gutierrez. May he rest in peace.

CHAIRMAN ANAYA: Thank you, Commissioner Montoya, and with that, I would like everybody to join us for a moment of silence. Thank you all very much and he will be missed.

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 two minor amendments. The first would be under item XII. B. 9. We added a request authorization to award professional service agreement to Southwest Planning and Marketing and the second amendment is to XIII. Staff and Elected Official Items, D. Project and Facilities Management, item number 2 is being withdrawn.

Other than that, there are no further amendments from staff, Mr. Chairman.

CHAIRMAN ANAYA: Any other changes? Commissioner Campos.

COMMISSIONER CAMPOS: Mr. Chairman, as to item IX. D and E, I'd like those tabled for a month so we can have a little more time to study these proposals. I've come up with a lot of questions and I believe Commissioner Vigil has come up with some questions and we both feel that it should be tabled.

CHAIRMAN ANAYA: Item IX. D.

COMMISSIONER CAMPOS: And E, involving the Pojoaque Valley wastewater project.

CHAIRMAN ANAYA: Okay. Any other changes?

COMMISSIONER MONTROYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: I'd like to pull off the Consent Agenda XII.
B. 4, and XII. D. 2. Those two.

CHAIRMAN ANAYA: Okay.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Item X. A, Yolanda Tyner Ward on the Project Life Vest will not be able to do her presentation today. I'm requesting we remove that until our next meeting.

CHAIRMAN ANAYA: X. A. withdraw?

COMMISSIONER VIGIL: Withdraw.

CHAIRMAN ANAYA: Okay. Any other changes? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, items B. 1 and 3 I have a question on the Consent Calendar.

CHAIRMAN ANAYA: Any other changes? Okay, I'm just going to go over it real quick. Under Matters from the Commission, IX. D and E withdrawn. X. A withdrawn. Under Consent, professional service agreement B, Commissioner Sullivan wanted 1 out, and 3 out. Commissioner Montoya wanted 4 out. And under D, Commissioner Montoya wanted 2 out. Item XIII. D. 2 is withdrawn, and I think that takes care of it.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: I do have a question under professional services agreements, item B. 8.

CHAIRMAN ANAYA: Any other changes? What's the pleasure of the Board? Is there a motion to approve the agenda?

COMMISSIONER CAMPOS: Motion to approve as stated by the chair.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: Motion and second. Any more discussion?

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

VII. APPROVAL OF MINUTES: September 22, 2005

COMMISSIONER VIGIL: Move to approve.

COMMISSIONER MONTOYA: I have a couple of amendments, Mr. Chairman.

COMMISSIONER VIGIL: Move to approve with amendments.

COMMISSIONER MONTOYA: Second.

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

The motion to approve the September 22nd minutes passed by unanimous [5-0] voice vote.

September 27, 2005

CHAIRMAN ANAYA: Is there a motion to approve?

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

COMMISSIONER MONTOYA: As do I.

CHAIRMAN ANAYA: Is there a motion to approve with amendments?

COMMISSIONER MONTOYA: So moved.

COMMISSIONER SULLIVAN: Second.

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

The motion to approve the September 27, 2005 minutes as corrected passed by unanimous [5-0] voice vote.

VIII. MATTERS OF PUBLIC CONCERN – NON-ACTION ITEMS

CHAIRMAN ANAYA: Is there anybody in the audience that would like to come before the Commission on any issue that they might have?

IX. MATTERS FROM THE COMMISSION

A. Proclamation Honoring Santa Fe Living Treasures Samuel A. Adelo, Bud Kelly and Viola Maes Padilla (Commissioner Vigil)

COMMISSIONER VIGIL: Thank you, Mr. Chairman. I am really honored to bring this forth to Santa Fe County and the Santa Fe Board of County Commissioners. All of the honorees are here with us today and I do have a little bit of a background on each one of them. Just to provide for everyone, just what strong contributors these people have been to our community and why they have been selected as living treasures. I also believe there are some representatives here from the living treasures organization, an organization that promotes the appointment of our living treasures and an organization that's model, in that many communities are looking to them to model their programs for other communities.

Before the proclamation is read, Mr. Chairman, I'd like to give a little bit of a background on each one of the living treasures and after I have, I'd like that particular living treasure to stand. I will preface my comments by saying we are in the presence of octogenarians. Each one of our living treasures is over 80 years old and for that I am

honored to be in their presence and more so because of the contributions they have made to Santa Fe County.

Our first living treasure, Mr. Chairman, when people try to describe him, a word they came up with almost every time is gentleman and graciousness. He is a soft-spoken, invariably courteous man. He quietly exudes an innate appreciation for worth of other human beings. His life began in 1923 in the village of Pecos, New Mexico. He graduated from St. Michael's High School, Notre Dame University, Northwestern University and Southern Methodist University. He's taught at the college level and he served in World War II in the army. After earning two degrees in law he had a 25-year international legal career working in the United States, Latin America, Europe, North Africa and the Middle East. When he retired in 1984 he was chief counsel for Gulf Oil Corporation.

I am speaking of Mr. Sam Adelo, who embarked upon a new career which continues to this day. He is certified for three decades as a Spanish-English interpreter for the US State Department and other agencies. He offers his services to the court system of New Mexico. We are one of the few states that officially recognize two languages and Mr. Adelo has enriched that opportunity for many people who are unable to be truly bilingual and have Spanish as a first language. Sam Adelo treats every person and also every family member with the utmost courtesy. His efforts draw high praise from virtually every judge and lawyer and I have known him since I've been practicing law and he is always available to the court systems to assist them through that interpretation. In his spare time Mr. Adelo has worked for numerous causes including museums, women's rights, Santa Fe Beautiful, the Old Santa Fe Association, and immigrant custodians at the Santa Fe Community College.

For several non-profit groups he has translated brochures into Spanish. With his wife who is with him today, Loretta, he has adopted a roadway median near the downtown post office, and for anyone curious about that first initial A. in Sam Adelo's name, it stands for Abdallah, and I hope I've enunciated that correctly. His father was a proud Lebanese immigrant to the United States. Mr. Adelo, would you please stand and be recognized.

And Mr. Adelo, I think we're going to read the other recipients' names, the proclamation, and then, Mr. Chairman, each one of them would have a brief opportunity to address the Board.

The second living treasure in our community is Daniel T. "Bud" Kelly, Jr. who was born in 1921 to a prominent, historically significant Santa Fe family and then proceeded to make his own life prominent and historically significant as well. He is a life-long resident of the city except when he attended college and served in the US Army in World War II and Korea. He has expressed his love of Santa Fe in numerous remarkable ways. He was a founding board member of St. John's College and the Santa Fe Opera. He has also served on the boards of the School of American Research, the College of Santa Fe, Santa Fe Prep, First National Bank and the International Folk Art Foundation. He's an avid outdoorsman. He helped found both Pajarito Walking Group and the Santa Fe Winter

Ski Club.

He founded and directed the Kelly Insurance Agency until retiring in 1982 and his firm specialized in underwriting cultural activities. One of the great pleasures in his career was presenting the Santa Fe Opera with a check for \$100,000 within hours of the catastrophic 1967 fire, enabling the season to proceed in old Sweeney Gymnasium. With his late wife Jeanie he raised four children and instilled in them his own abiding love and respect for Santa Fe's uniqueness. He saw his wife through her final illness and established a scholarship in her name at St. John's College. He was surrogate father to a nephew when the boy's own father died. For decades he carefully tended a 160-acre tract he owned in the midst of Santa Fe National Forest, and when it was ravaged in 2000 by a fire he cleared the ruined land to restore its dignity.

The parties and events he has hosted in his Palace Avenue home are legendary, as were the ones hosted by his parents and grandparents before them. He has informed himself deeply on local lore, legend and history and is recognized as a marvelous storyteller and tour guide. He has befriended countless newcomers to Santa Fe and he's been their introduction to New Mexico's rich culture. In his mide-80s he still hikes from six to twelve miles a week, rides a bicycle, cuts wood, plays tennis and squash, and goes out dancing. And as one of his supporters marvels, he has done all this while maintaining a full head of hair, which he affirms is not colored. Mr. Kelly, would you please stand and be recognized.

As you can tell, Mr. Chairman, members of the Commission, we are amongst incredible role models today. The next living legend is someone who is very near and dear to me and my family and has created an incredible role model for her own family. Many people that she knows and all who love her. Viola Maes and Amadeo Padilla were married in Mora, New Mexico in 1942, then almost immediately were separated for three years while he served overseas in World War II. He returned in 1945, however, and by 1958, their family had grown to include seven children at that time, but Amadeo and Viola were worried that Mora's small and strained public school system could not provide an adequate education to prepare their children to succeed in life.

So Viola and the children moved to Santa Fe to attend school here, while Amadeo stayed in Mora to run his barbershop. Then for ten years the family maintained this arrangement, reuniting on weekends. Thus, in essence, Viola became a single mother of a large family; an eight child was born later. And she worked very, very hard at it. She stretched every dollar, made every meal, washed, cleaned, ironed, and provided much of the family's food from her garden and henhouse. Although she had not finished high school, she kept close track of every child's homework and made sure it got done. She made them read to her every evening, and insisted that each learn to play a musical instrument.

The home had few toys but it did have newspapers and an encyclopedia set. She taught everyone to drive the family car, a skill she had not learned until adulthood herself. In everything her children did, Viola insisted it be done well. She and Amadeo expected all

their children to go to college, and seven of them earned degrees, including advanced ones. The other child who left college to get married now owns a successful art gallery. Fields chosen by other siblings include teaching the law, as we know by Charles Padilla and actually Ernie Padilla is present who is a lawyer, accounting and aviation to name some, and Charles Padilla, who's son is in the insurance business has been in that business quite successfully for many years. I know several of her children who are school teachers, all of whom have stayed within the role modeling their mother has provided and been quite successful at it.

They are instilling the same equally firm values in their own children. A large number of friends and neighbors feel that they too are a part of Viola's family, so wide in her concern and love for everyone. A woman of enormous energy and involvement, she has won several cooking contests as well as more than 30 medals in senior Olympics. She has been an election worker, a political activist, a volunteer in various causes, and though her husband died in 2002, Viola remains quite active in her mid-80s. She is revered by her family whom she taught there are reasons to be poor, but dirty and lazy, no. Ladies and gentlemen, please help me stand and honor Viola Maes Padilla.

And Mr. Chairman, with that, living treasures, we have a proclamation for you. We know that you are going to be honored through the living treasure organization.

Whereas, in 1984, the Santa Fe Living Treasures Program was founded to honor the lives of elders within the Santa Fe County community who enrich the lives and spirit of Santa Fe through their good works and generous deeds, and whose histories inspire the lives of others; and

Whereas, we honor, respect, and are grateful for the contributions that living treasures continue to make in our community as they enrich our lives with their work, which is an example of their dedication and spirit; and

Whereas, in various ways, the Santa Fe living treasures enhance the lives of the citizens in our community, serve unselfishly, and dedicate numerous hours for the betterment of the community, and we value their contributions to the community, and the state of New Mexico; and

Whereas, it is essential to recognize public servants who have made a service in the lives of many people such as you, we honor you for your service, your inspiration, your dignity, and most importantly, we thank you for your unconditional love of our community.

Whereas, every autumn and spring three elders from Santa Fe County community are recognized as Santa Fe living treasures at a public awards ceremony held in their honor.

Now, therefore, we the Board of Santa Fe County Commission hereby proclaim Sunday the 6th day of November, 2005, A. Samuel Adelo, Daniel T. "Bud" Kelly, Jr., and Viola Maes Padilla Day.

Mr. Chairman, I will ask the living treasures to approach the podium so they can receive their proclamations.

CHAIRMAN ANAYA: Commissioner Vigil, I want to thank you for bringing this forward to the Commission. It's very important that we recognize people who volunteer their time throughout their lives help this community, make it a better place to live. I just want to know how Mr. Kelly kept his full head of hair because I need to get some advice.

COMMISSIONER VIGIL: For each and every one of you we have framed a proclamation declaring November 6th Santa Fe Living Treasure's Day. Your name is inscribed on each one of these. I'd like to present them to you and you will have an opportunity to speak to the Board of County Commission after that. Mr. Kelly, if you will please come forward. Congratulations. This is your proclamation. Viola Maes Padilla, who is recovering from surgery. Thank you so much for being here. Con su permiso, Señor Samuel Adelo.

VIOLA PADILLA: My name's Viola Maes Padilla. I appreciate it. I never thought I'd be here receiving such an award and I want to thank you very much for it. I'm a very happy mother, grandmother, great grandmother and I thank God for everything that he has bestowed on me. Thank you.

BUD KELLY: I can't blame the hair on anyone else except my parents. This has been an honor. I certainly was quite surprised by it. I think in some ways the barrel is getting a little scraped down, but Santa Fe has been a wonderful place to live in. New Mexico has been a great area for me. I've been fortunate in being able to cover a good bit of the state in different occupations and activities and it's a privilege that few people get and I've been very fortunate, mostly because of others. But thank you very much for the record.

SAM ADELO: As a person that has always loved the Spanish language, this being my mother's tongue, I'd like to address you in Spanish. *Distinguidos comissionados, amigos todos, es un gran placer y un honor estar aquí en este foro con ustedes esta mañana para recibir este magnífico honor que ustedes nos han concedido a nosotros. El motivo que estamos aquí es porque ustedes son los que nos presentan las oportunidades para ayudarles a nuestros vecinos y a nuestros amigos y residentes de esta capital de Nuevo México.*

Having said that, all I want to say is that I want to thank you because when you retire, you suddenly get an attention deficit, and that is why I decided to take on a second career. And that career prevents me from getting that attention deficit to become an attention deficit disorder. So again, I thank you a lot because you have helped me a lot with my attention deficit, and I want to thank my wife who has always helped me throughout my retirement, particularly, and of course before that, and I want to thank each and every one of you and all my good friends back here in the audience. Thank you.

CHAIRMAN ANAYA: Was there anybody here from Living Treasures?

IX. B. Consideration of Memorandum of Understanding between the County of Santa Fe and the Santa Fe Community College for a Film Initiative Scene Shop Project (Commissioner Vigil)

COMMISSIONER VIGIL: Mr. Chairman, I'm going to turn this over to Barton Bond, representative from Santa Fe Community College who has been working on this memorandum of understand. Thank you, Barton, for being here and presenting this to us.

BARTON BOND: Good morning, Commissioner Vigil, Chairman Anaya, members of the Commission, you are receiving right at this very moment the latest edition of the memorandum of understanding. [Exhibit 1] It's been – it was drafted by the County Legal staff and reviewed by the College and is now in a shape, we believe, to be most effective vehicle to move us forward on this project. You all may recall several months ago, probably about six months ago, we started this process before the Commission, seeking to build what we call the scene shop at the County industrial park off of Highway 14 and we've had many meetings with County staff, the State Land Office folks, representatives from the various utilities that serve that area out there, and we're now at a point I believe where we have a document that will be very workable.

The one aspect that may be a little different than what we had perhaps presented to the Commission is that there are three parties involved. The County, Santa Fe Community College, and a non-profit entity that the College has created called the Santa Fe Community College Training Center, and it is the training center as a bona fide non-profit entity that the College believes will be the operating mechanism for the scene shop which will allow the scene shop to make contracts with other state agencies, non-profit entities, commercial enterprises, etc., and make for a much more effective and pro-active business organization.

This particular MOU is going before the College's board, which meets on Thursday of this week and it's on their agenda for approval, so the process is moving forward. The next step in the process will be to generate a sublease from the State Land Office and the Community College and the training center entity for the actual placement of the facility in the industrial park.

I know you're seeing this for the first time now and I'm sure if you read it you're going to have some questions but we just wanted to make sure that you understood that this was the result of all the discussions in the meetings that we've been having with the County staff and the presentations we've made before the BCC. Again, you're just seeing it now but if you have any questions about the overall process or any of the intentions, I'd be happy to address those.

CHAIRMAN ANAYA: Thank you, Mr. Bond. Steve, does this address the five-year lease? Is that what they're going to do? Lease it for five years?

STEVE ROSS (County Attorney): Mr. Chairman, members of the Commission, I'm not sure that's been completely decided yet. This is a preliminary

agreement to allow us to move forward with planning and trying to figure out some of those essential details, one of which could be is there going to be a sublease? If so, what are the terms of that?

CHAIRMAN ANAYA: So right now, is this just before us, Commissioner Vigil, just to look at, or do we need to take action or direction?

COMMISSIONER VIGIL: I do believe that we need to take action on this, Mr. Chairman. And that would be formal action by agreeing to enter into this memorandum of agreement.

CHAIRMAN ANAYA: Is there any questions of Barton Bond?
Commissioner Montoya.

COMMISSIONER MONTOYA: How many acres are being proposed?

MR. BOND: Commissioner Montoya and Chairman Anaya, the total acreage is 65 in the industrial park and we would consume somewhere between – not consume but we would utilize somewhere between five and seven of those. The site that we have been most focused on is right on the extreme western edge, just where the pavement ends. I don't know how familiar you are with that site, Commissioner, but it's right at the edge of civilization, basically, in there.

COMMISSIONER MONTOYA: That's not in here. And you answered my second question is that Legal just reviewed it right before we got this revised copy. And then the other thing, Mr. Chairman, in answer to your question on number six, it says that it will terminate on ____, 2017, which I think exceed the five-year – if I do my math correctly. That term. So I am not comfortable in terms – and I haven't had a chance to look at this yet. I really don't know that I have enough time and information to – I think the acreage needs to be included on this and I think we need to confirm and work on that time element as well. I'm totally supportive of the project. I think we need to do something with that industrial park. I just think we need to make sure that it's in compliance with everything that we have from the State Land Office as well.

MR. BOND: Certainly. The acreage isn't specified, Commissioner, because at this particular junction in time we've not progressed far enough with the project to identify the specifics of the site within the parameters of the Community College District plan and all those elements that go with that. So it's not an open agenda. We have focused on it but we haven't nailed that down yet. And then I guess I would defer to Mr. Ross with regard to the term. There are two different issues. The sublease with the State Land Office has, under current state statutes, has a maximum term of five years. But the arrangement that the College would like to have with the County and I believe the County would like to have with the College and the training center is well beyond that five years.

I think the idea, the concept would be, Commissioner, that the sublease with the State Land Office would be renewed continuously, so that if I'm making any sense, the sublease to the land and this memorandum of understanding are not on the same time frame.

COMMISSIONER MONTOYA: And they shouldn't be?

MR. BOND: Well, as long as we can only get five-year subleases from the State Land Office, the alternative, I guess, would be to come back every five years or so and redo the memorandum of understanding, which at the pleasure of the Commission we could do that.

COMMISSIONER MONTOYA: You could word it that way, right?

MR. BOND: Certainly.

COMMISSIONER MONTOYA: That would be my preference.

MR. BOND: Okay. Certainly.

CHAIRMAN ANAYA: Any other comments? Then what's the pleasure of the Board? To table this? Move forward? I'm happy that it's moving forward.

COMMISSIONER VIGIL: Mr. Chairman, I'll make a motion. This has been a project that we have been talking about for quite some time and if we are to move forward on the business park we need this particular type of project that would anchor the potential for any other kind of growth in that business park. I think we are up against some time lines. I'd like to actually see this on a fast track as fast as possibly can. So I'm going to move that we accept this memorandum of understanding with all the terms and conditions, that if necessary, the Santa Fe Community College will come before the Board of County Commission every five years to renew the memorandum.

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

COMMISSIONER SULLIVAN: Mr. Chairman, second for discussion.

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

COMMISSIONER SULLIVAN: A couple of questions. First of all, Mr. Bond or staff, whoever, C and D were revised, paragraph 5, C and D, were apparently revised from what was in our book and I just wanted to get a handle on what the effect of that revision is.

MR. ROSS: Mr. Chairman, Commissioner Sullivan, I'm looking at this the same as you for the first time. But it appears that through a negotiation with my staff, the College has pledged that any revenue they receive will be funneled back into the project to help pay the initial expenses. It will be quite costly to develop this property for the first tenant as we all know because the infrastructure is only partly built. It appears they're pledging any revenue that they receive in connection with their operation of this operation, to repay the party's initial obligation to develop the property.

MR. BOND: Commissioner Sullivan, the intention is any operating revenues that are generated from the rental or use of the facility would go first to cover whatever operating expenses any of the parties incur in making the facility work. So in other words, the intention, whether it's practical or not in the long term is that the facility would be self-supporting. In other words, any revenue that comes in would not go to the College's general fund or the County's general fund but would go into a fund to reimburse or to support the operation, maintenance, etc., of the facility.

COMMISSIONER SULLIVAN: I notice it says as delineated in a

management agreement, but my concern and my question is that we have an obligation to pay lease payments to the State Land Office.

MR. BOND: That is true.

COMMISSIONER SULLIVAN: And those lease payments increase once we have a lessee, or a sublessee. I guess we're the lessee. And so I believe Santa Fe County first has to commit or obligate income from the project to its own lease payment.

MR. BOND: Yes, sir.

COMMISSIONER SULLIVAN: Is that the intent of the management agreement?

MR. BOND: Yes, sir.

COMMISSIONER SULLIVAN: Now, does that reimbursement also include the \$40,000 that we're spending for road improvements for the apparently - I'm not quite sure what that's for. For the lane.

MR. BOND: Highway 14 has to have a turn-bay installed on it. Technically I guess, and I would defer to County staff here, with just one building in the industrial park that's not necessary but any structures beyond that, the Highway Department, the Department of Transportation requires a turn-bay be installed, and that's what's that for. My understanding is that those monies come from the road funds. Those monies have already been - and I'm speaking way out of turn here, but my understanding is those have already been dedicated to that project, regardless of whether the scene shop is built.

COMMISSIONER SULLIVAN: Okay. But in paragraph 4, it mentions that \$100,000 is an estimated cost for the acceleration/deceleration lane on SR 14. And then 4 C it says that the County will provide \$40,000. Who will provide the remainder? D says by written amendment, the parties will determine the proportionate cost for the remainder of the project. So is \$40,000 to be provided by the County and the remaining \$60,000 to be divided up with the County also participating in that?

MR. BOND: Actually, Commissioner Sullivan, I believe the intention is, if you look at the budget estimation, which is item number 4 A, that's the delineation of the entire project cost. And of that, this is where you're getting the \$40,000 figure relative to the \$100,000 for the turn-bay, the rest of the money, the County has \$40,000, the Community College has \$250,000, the balance or the difference between that and the total project cost will have to be found somewhere else. A legislative appropriation or there are other mechanisms that we are exploring. But that would be the source of the rest of the funding for the project. That's always been the intention of the project, to seek primarily legislative funding to complete it.

COMMISSIONER VIGIL: On that point, Mr. Chairman, Commissioner Sullivan, if I might ask Project and Facilities, it is my understanding that the \$40,000 was dedicated from the New Mexico State Legislature through lobbying efforts and Senator Sue Wilson dedicated it for those purposes. Is that accurate? I'm seeing nods. Could we put that on the record?

RUDY GARCIA (PFMD): Mr. Chairman, Commissioner Vigil, yes, that is

correct. Those funds are allocated by Sue Wilson Bedford for the decel/accel lane at that intersection.

COMMISSIONER VIGIL: Thank you, Mr. Chairman.

COMMISSIONER SULLIVAN: Okay, my question revolved around not so much the \$40,000 but who will pay for the rest of this? By entering into this memorandum, are we agreeing to pay some additional portion of the acceleration/deceleration lane or some additional portion of any of the capital improvements?

MR. BOND: Commissioner Sullivan, Chairman Anaya, my understanding is that the County, the \$40,000 from the County is the amount the County has at this juncture to commit to the project as, on the other side, \$250,000, which is also from a legislative appropriation on the part of the College, is committed to this project. And that is the extent at this date, this moment, to commitments of funding from either entity or both entities for the project.

COMMISSIONER SULLIVAN: Okay. Then on this entity, the Santa Fe Community College Training Center Corporation, we have a tri-partite agreement here and it appears that two out of the three entities are the same. Mr. McLaughlin, the president of the Community College is also the president of the training center corporation. So when we are dealing with these three parties who are going to be determining the proportionate cost of the remainder of the project, does that mean that the Community College has two votes and the County has one vote? How is that structured?

MR. BOND: Commissioner Sullivan, Chairman Anaya, I believe that the intention there is that the Community College Training Center, because of its particular status as a non-profit entity under the Community College Research Park Act can do things that neither the Community College nor the County can do in terms of contracting with other entities, entering into agreements, etc. That is the reason it is involved and it would be frankly the mechanism for taking in the revenues from whatever rental or activities happen in the scene shop. The intention is not to set it up as a revenue generator to peel the money off. It is a mechanism through which revenues would be generated. And it is, the president of the College, Mr. McLaughlin is also the president of the training center and that is part of the legislative package that enables this organization. They do have separate boards of directors and Mr. McLaughlin has to report to both and separate the relationship between the College and the training center.

COMMISSIONER SULLIVAN: Does the training center have any other projects or was it just created for this project?

MR. BOND: It was created primarily to enable the biomass energy generation project on the SFCC campus and it just happened that as the work that was being done to get that project going, we brought the film project in so all the language that enabled the training center includes the concept of film production and those kinds of activities, along with the biomass.

COMMISSIONER SULLIVAN: And who are the board of directors?

MR. BOND: I wish I could tell you but I don't know. I could get that information for you. Dr. Sheila Ortego from the College is here; perhaps she knows.

SHEILA ORTEGO: I'm the executive vice president of Santa Fe Community College. Mr. Chairman, Commissioner Sullivan, the board members of the Santa Fe Community College Training Center are Bud Sandoval, Chuck Hammer, Carol Brito, who is a governing board member of Santa Fe Community College. Kathy Zacker, the director of Santa Fe Economic Development, Inc. and Bruce Besser, another governing board member of the Santa Fe Community College.

COMMISSIONER SULLIVAN: Is there anyone who represents Santa Fe County on that board?

DR. ORTEGO: Not at this point but we could certainly look at that.

COMMISSIONER SULLIVAN: Thank you. Mr. Chairman, I'm just - I'm a little uneasy or perhaps not quite in total understanding of the management entity that we're creating here. We're having a memorandum between three entities, one of which is the managing entity and I'm unclear as who's in charge, quite frankly. The managing entity will manage it but do they determine, do they make all of the day-to-day decisions with regard to the funding and what is the County's role in that? Can you perhaps help me with that?

MR. BOND: Commissioner Sullivan, Chairman Anaya, the intention of this MOU is, as Commissioner Vigil said, to get us really anchored and started on this process. Within the MOU in several places are mentioned the fact that there will, there needs to be, there has to be a management agreement. And in that management agreement will be all the specifics that you're talking about, plus a number of other issues. For example, in the mundane, if this facility is to be rented out, who sets the rate and how are they set? How is revenue collected? Where does it go? Into whose account? Is a separate account established or is the money banked with the County, the College, the training center? Many, many questions, many issues.

But in a separate management agreement that would in my opinion be reviewed on an annual basis and reported, the results of all the activities would be reported back to the BCC, to the College board, to the training center board. And whether you all desire to, as a Commission, to review the management agreement or at least have a presentation about it, that would certainly be up to you but we would work with the County staff, the Legal staff as well as other County departments to put that agreement together. And all the MOU states is that there will be a management agreement. We have not frankly, Commissioner Sullivan, gotten to the point yet of having those specifics worked out, but we will.

COMMISSIONER SULLIVAN: Yes, and I see that's one of the differences between the version that was in our packet and the version that was just handed out was that it mentioned this management agreement was that my only concern in that regard is that the ultimate responsibility for meeting the terms of the lease with the State Land Office lies with the County. And we can't abrogate that to the Community College or the training center.

MR. BOND: No. That is true but having been a lessee and having subleases with the State Land Office for almost 20 years, I also know that the County has the obligation to pass those requirements down through into the subleases or sublessees. So we will, even though the County has that responsibility, you can hold the College and the training center responsible as well.

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

CHAIRMAN ANAYA: We have a motion and a second to approve this memorandum. Commissioner Montoya.

COMMISSIONER MONTOYA: Is there any reason that this management agreement couldn't come along with this MOU in an appendix or something?

MR. BOND: Well, we certainly could. We'll go to it as fast as we can, but our legal staff, and again, I defer to Mr. Ross, we believe that the order would be the MOU first which enables, which is the enabling - not legislation, but act, for the management agreement, needs to be in place first so that the management agreement then would exist under the authorization, as it were, of the BCC to move ahead. Again, I defer to Mr. Ross on that, whether we could do them both together or whether we need to have this one first, but my understanding is that the MOU needs to come first.

MR. ROSS: Mr. Chairman, Commissioner Montoya, that is what we talked about initially, was to bring forward a general document to assess the Board's comfort level with this particular project and then get more specific as time went on, and also to address any concerns you might raise during this discussion and that we might need to include in the management agreement. And then at some point we may have to talk about a lease as well, but it depends on how the discussion proceeds.

CHAIRMAN ANAYA: So this is something that we're just at the starting point but there are still a lot of questions to be answered. That's what I'm hearing. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Excuse me, just one other question, Mr. Chairman. When I met with Mr. McLaughlin a little more than a month we talked about this initiative and he indicated that the board was concerned about it because of the possible proximity or development of the rapid rail line. Do they still have those concerns? This hasn't gone to the College board yet.

MR. BOND: No, it hasn't. The College board will see it this Thursday. It's a part of the agenda for their regular upcoming meeting. And there is - I'm not sure if concern is the right word, Commissioner Sullivan, but there is alertness to the concept of the rail line and where it is and where it goes. We've also had some discussions, Commissioner Vigil and I, two or three weeks ago with the staff at the State Land Office and they are working as well on the issue of the rail system. There are positive and negative aspects of the location of the tracks, the proximity generally I guess to the industrial park but also specifically to the project that we're doing. So if that dialogue can remain open and ongoing I think it could be beneficial to everyone. But it is on the radar screen.

COMMISSIONER SULLIVAN: Okay so then, Mr. Ross, if this is not approved, or if it's changed by the board of directors at the Community College, then would the County's approval be null and void?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, if they change one word in this it has to come back to you, if you approve it today.

COMMISSIONER SULLIVAN: I was concerned that we're the first one on the rung here.

MR. ROSS: Right.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman.

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

MR. BOND: Chairman Anaya, I'd just like to make a recommendation. I know that this is not the way that you like to do business, but if there are issues that are specific to this, we certainly can come back with a set of amendments just as quickly as the next BCC meeting to address those particular issues.

CHAIRMAN ANAYA: Okay. Thank you.

The motion to approve the MOU with the Santa Fe Community College passed by unanimous [5-0] voice vote.

X. C. A Proclamation Acknowledging Entering Into a Government to Government Cooperation MOU between Santa Fe County and the Pueblos of Tesuque, Nambe, Pojoaque, San Ildefonso, and Santa Clara (Commissioner Montoya)

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. Since the time that I took office on the Commission to this date, I have continue to work with and negotiate with and have meetings with and discussions with various tribal government entities and what this proclamation is I guess kind of fostering is all of those meetings that have gone on for the past 2 ½, almost three years. So I'm going to go ahead and read it, Mr. Chairman. It says:

Whereas, the government of Santa Fe County recognizes that the memorandum of understanding entered into between Santa Fe County and Pueblo governments, promote working in a spirit of cooperation; and

Whereas, by these agreements, the interactions of the County and the Pueblo governments commit to establish a government to government relationship; and

Whereas, these relationships have been carried forward in a spirit of cooperation, coordination, open communication, consultation, good will, and good faith; and

Whereas, the County and Pueblo governments desire to meet together to ensure that the intent of the agreements are carried out; and

Whereas, the County and Pueblo governments will endeavor to develop mutually acceptable solutions to issues of mutual concern; and

Whereas, the County and Pueblo governments wish to reaffirm their intent to achieve open sharing of information, objectives, and the desired outcomes of goals.

Now, therefore, we the Santa Fe Board of County Commissioners hereby proclaim to pursue a continued and ongoing positive relationship with the governments of the Pueblos of Tesuque, Pojoaque, Nambe, San Ildefonso and Santa Clara has been set forth in the memorandum of understanding agreements to which we have previously agreed.

Mr. Chairman, this has already proven successful and we have staff communicating with tribal government staff around GIS issues, around the 911 issues, around land use issues, land use planning. I know Jack Kolkmeier and his staff have been involved with communications with them as well. And with that, Mr. Chairman, I would move for approval.

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

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: Motion and a second. Any discussion?

COMMISSIONER VIGIL: I just have a question for Commissioner

Montoya.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Commissioner Montoya, is this any different than the original memorandum of agreement that was entered into by all of these representatives at the original tribal – as a result of the original tribal summit?

COMMISSIONER MONTOYA: What this is – yes, it is different. What this is doing is bringing all of them for approval to the Commission.

COMMISSIONER VIGIL: And my understanding, and I don't know if anyone in staff has any kind of a background on this, but we do have a memorandum of agreement that has the signatories of each one of the Pueblo governors that really states the same intent. I guess perhaps I would vote in favor of this just to update the intent of this cooperative agreement. I'm assuming that that was your intent, to just keep it contemporary and updated.

COMMISSIONER MONTOYA: That's part of it, Mr. Chairman, and the other part is to validate that we do have individual MOUs with each of the Pueblos as well.

COMMISSIONER VIGIL: Okay. Fine. Thank you.

CHAIRMAN ANAYA: Any other comments?

The motion to approve the proclamation concerning the MOU with the Pueblos passed by unanimous [5-0] voice vote.

IX. F. Resolution No. 2005-170. A Resolution to Protect and Promote the Health, Safety and General Welfare of the People of the County of Santa Fe, New Mexico by Advocating for the Protection of the Valle Vidal and Endorsing the Core Values of the Coalition for the Valle Vidal (Commissioner Campos)

COMMISSIONER CAMPOS: Thank you, Mr. Chairman. There's a big issue going on here in northern New Mexico about the mining of the Valle Vidal. A good part of it in the eastern portion of the Valle Vidal. I think what is being proposed would be very damaging to the land and to the water and thus I think this resolution is important to the community to make that statement because now as it goes into the political arena, it's important to convey the message that this Valle Vidal is very special place.

So we have a resolution here that would say that the Valle Vidal should be protected from mining. And I have Mr. Jim O'Donnell here from the Coalition to Save the Valle Vidal to make a brief presentation to us.

JIM O'DONNELL: Mr. Chairman, Commissioners, thank you for inviting me before you today to speak on behalf of Commissioner Campos' resolution. My name is Jim O'Donnell and I represent the Coalition for the Valle Vidal. The Coalition for the Valle Vidal is a group of about 240 different local governments and businesses who have come together to oppose opening the Valle Vidal to oil and gas exploration. The Coalition comprises of the Taos County Commission, the Towns of Red River, Cuesta, Taos, Springer, Cimarron, among many others. So there's a lot of local government representation in the Valle Vidal.

Before I begin my presentation I'd like to speak to the fact of why I'm working on this in particular. I was born and raised in the area and started going to the Valle Vidal when I was about 12 years old. I attended Philmont Scout Ranch. On top of that, I worked for seven years for the oil and gas industry in the oil and gas fields here in New Mexico. So I come to this issue with some passion for this land that I've interacted with my whole life and also with a knowledge of oil and gas development here in the state of New Mexico.

The Valle Vidal is this area here, located to the northeast of Taos, right on the border of Taos County and Colfax County. It takes about an hour and a half, two hours to drive there from Taos. It is part of the Carson National Forest, 101,000 acres that was donated to the public in 1982 by Penzoil Corporation. The Valle Vidal is characterized by very diverse landscape, broad, open meadows, high, snow-capped peaks. This is looking southwest towards Taos and Wheeler Peak, the highest mountain in New Mexico.

This is Ash Mountain, one of the main features in the Valle Vidal. I was on top of that mountain this last weekend. I saw bear, I saw elk, I saw deer, turkeys, eagles. It's an amazing place. This is Little Costilla Peak with Ash Mountain in the foreground. The Valle Vidal is home to the state's largest elk herd. It is also home to over 60 species of mammals, 200-some species of birds, 30-some species of amphibians, 15-some species of

fish. It is a reservoir of wildlife.

The Valle Vidal has also been used throughout history by all of the different cultures and people who come through the northern part of our state. Right now it is home to the state's only once in a lifetime elk hunt, and it is home to the endangered Rio Grande cutthroat trout, which you can fish for on a catch and release basis. The Valle Vidal is known literally throughout the world. People come from all over the world to ride their horses there, to fish and to hunt. And one of the points I want to make is that these people spend a lot of money in our communities. The Valle Vidal is an economic generator to the communities of northern New Mexico.

So now I'll speak real quickly to the threat. This area you see in the picture here is under threat of coal bed methane development. Coal bed methane is one type of natural gas. It is located in thin coal seams underground, and it is relatively shallow and can be very inexpensive to drill. The Valle Vidal is part of what's known as the Raton Basin, a larger geologic formation that extends up into southern Colorado. The Valle Vidal represents 1.5 percent of the Raton Basin in land area. The rest of the Raton Basin is open to oil and gas development.

Here is the eastern 40,000 acres of the Valle Vidal that is under threat of coal bed methane development, it's a picture of that area. I want to talk real quick about what this means for the landscape. Coal bed methane development, and again, I can tell you from personal experience from having worked in the field here in New Mexico, creates a spider web of degradation. It involves the use of hundreds of roads, bulldozing large well pads into the landscape, and subsequently pumping out literally millions of gallons of groundwater, which I don't need to tell the Commission that water in this state is our lifeblood.

Coal bed development means for the Valle Vidal a well pad eventually every 40 acres. These range in size from one to six acres. A maze of roads, pipelines, subsurface pipelines, electricity, power lines, compressor stations, all sorts of industrial equipment. What they do is pump out large volumes of water from the water table to get at the gas. This water is stored in a number of different ways. One of the ways you see here is in these aboveground pits. I have seen dead eagles, dead horses, dead cows, dead elk, all sorts of things in these type of pits over the years.

Coal bed methane development will mean a loss of wildlands, noise pollution – basically, what it is is wholesale industrialization of the landscape and all the subsequent problems that come with that.

Over 3,000 boy scouts a year use this area. They will not be able to use the area. They use it for wilderness training and they will not be able to use the area any longer if the area is developed. Nor will the hunters, the anglers, the people who use the area, the people who spend money in our communities. This is a map of the Valle Vidal as it is right now. In the first stages of development you get the red lines which are roads, the squares, which are well pads. Twenty, thirty years into development you have something like this, which is just again, a wholesale

industrialization of this piece of land.

So coal bed methane development for our communities is a direct threat to our economies, to our watersheds and to our way of life. Economically, drilling the Valle Vidal makes absolutely no sense and would indeed hurt us. Most of the people who will work in the fields come from out of state. They're temporary workers. They'll leave again. Income flows out of our economies. What we're seeing in other parts of the state as well as Colorado is that real estate is severely impacted by coal bed methane development and other forms of industrialization. People just don't want to buy a piece of land that's next to an industrial zone. That's causing severe problems in other parts of the West.

In northern New Mexico our economies are largely based on recreation. We get \$3 to \$5 million a year from the Valle Vidal alone. The state gets over a billion dollars a year from hunting and fishing. Step back real quick, you can see the Raton Basin on this map in comparison to other coal bed methane areas in the country. One of the things you hear, a lot of – most land in the United States is off-limits to development. That in fact is not true. Almost 90 percent of the United States is open to coal bed methane development, oil and gas development overall.

Again, this is a threat to our watersheds, our way of life and our local economies. How much gas is there? It's less than a day's amount of consumption at current consumption rates. This is a very, very small amount of gas. This gas will not affect the price of gas, the price you pay to heat your home this winter. It will not affect our national gas supply. It accounts for less than two percent than what's in the Raton Basin, and less than .1 percent of what's available within the state of New Mexico. We're asking for a very small amount of land to be set aside from coal bed methane development. With that, I'd like to conclude and thank you, Chairman and Commissioners for your time and I'm open to any questions you may have.

CHAIRMAN ANAYA: Thank you, Jim. Is there any questions? Thank you for your presentation. Is there a motion?

COMMISSIONER CAMPOS: Anyone in the public? I think Norma McCallan is here.

CHAIRMAN ANAYA: We've got some more people?

COMMISSIONER CAMPOS: Well, it will be brief.

CHAIRMAN ANAYA: That's all right. Come forward, ma'am.

NORMA MCCALLAN: I'm speaking on behalf of the Rio Grande Chapter of the Sierra Club that represents about 8,000 members across the state, including northern New Mexico.

CHAIRMAN ANAYA: Eight thousand members in the state?

MS. MCCLLAN: Eight thousand members in the state and a little piece of West Texas. We want to thank Commissioner Campos for bringing this resolution forward. The Valle Vidal, as Jim has said is an ecological gem with its clear streams, significant watersheds, abundant wildlife, largest bristlecone pine forest in the country, and lush green meadows. It also has, as you know, great value to the people of northern New Mexico who

it has sustained for many, many generations, and is a place to hunt, to fish, to graze their cattle on its lush grass, and it provides great economic value throughout the state because of the thousands and thousands of tourists who travel there to hunt, fish, photograph, gaze at the clear night skies, hike and ski.

We don't want to see this very special place despoiled for a day or two's worth of natural gas. If we drilled every square foot of public lands it wouldn't make a dent because we only have three percent – we, the United States, has only three percent of the world's known resources of oil and gas yet we use 25 percent. We must work much harder at developing our renewable energy sources, conserving energy, and creating more energy efficiencies to achieve true energy independence.

By the County Commission's signing of this resolution it will be a big step forward in saving this very special place forever, and saving it from our administration's obsessive push to drill, drill, drill, even in our last, best places. Thank you.

CHAIRMAN ANAYA: Thank you very much.

COMMISSIONER CAMPOS: Mr. Chairman, basically, this resolution states that the County endorses the core values of the Coalition for the Valle Vidal, a copy of which is attached, that we find that the Valle Vidal should be permanently closed to oil and gas leasing and development and that we allow the Coalition for the Valle Vidal to use this endorsement as it talks to other people in the state. As I stated earlier, we've gotten to the point where this is in the political arena. We must convince very key people like Senator Pete Dominici that this place must be preserved. So this is why we have this resolution and why it's important I think to speak with one voice and stand up for water and land and the economy of northern New Mexico. So that's why I proposed this. Thank you, Mr. Chairman.

CHAIRMAN ANAYA: You're welcome. Commissioner Vigil, did you have a comment?

COMMISSIONER VIGIL: Is there a motion?

CHAIRMAN ANAYA: No, not yet. But I'd like to get one.

COMMISSIONER VIGIL: Mr. Chairman, I move we approve this resolution and also submit it to our congressional delegation with its intent and with its endorsement.

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

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: Motion and a second. Any discussion? I would like to say, Commissioner, thank you for bringing this resolution forward. It's important. I do go there. I ride my horse there. It's a beautiful place. I wouldn't like to – I wouldn't want to see that lost, and I would like to also maybe suggest that you all go to the New Mexico Association of Counties and present this resolution so that it has a stronger voice in whatever you decide to do with it. Take it to our legislators or congressional delegation.

The motion to approve Resolution 2005-170 passed by unanimous [5-0] voice

vote.

- IX. G. Reconsideration of CDRC Case No. V 05-5290, Vista Clara Ranch Variance, where Vista Clara Ranch (Kaye Sandford), Applicant, Requested a Variance of Ordinance No. 2003-06 (Commercial Rainwater Catchment Systems), to Allow the Applicant to Utilize an Alternative Water Conservation Method on Property is Located off of State Road 41, North of Galisteo, within Section 25, Township 14 North, Range 9 East in Commission District 5. The Variance was Approved During the Regular Meeting (Public Hearing) of October 11, 2005. (Possible Action on Motion to Reconsider Only) (Commissioner Campos)**

COMMISSIONER CAMPOS: Mr. Chairman, after the meeting I began to think about the variance and the basis for granting it and also, Commissioner Vigil suggested that perhaps there should be a condition that the variance be personal to Ms. Sandford. I didn't agree with the personal nature but I did think that we needed to have a certain condition on that and the condition would be that the variance would only be valid for as long as the wastewater system was operational. That way there would be some logical and rational connection between the variance and the wastewater system as proposed. I talked to Mr. Ross about it and I would just like to have Mr. Ross' input as to how we could handle this at this point in time.

MR. ROSS: Mr. Chairman, Commissioner Campos, how you would do this mechanically is if you wanted to propose to the Commission an additional condition on the approval of the variance, the first thing that you'd have to do is have a successful motion to reconsider here. And I understand your motion might be that you're interested in just having an additional condition imposed and that would be the only matter discussed during subsequent reconsideration of the matter. I would suggest that if this motion is successful then this matter gets placed on the next land use agenda and you can either here the whole case again or you can just discuss your desire that an additional condition be imposed. We can do it either way.

As a precaution, because of the timing, we've already advertised this through the Land Use Department for the next meeting, not knowing whether this motion would be successful or not, but as a precaution we did so as not to impose a lot of extra time on the process.

COMMISSIONER CAMPOS: Thank you. I'd like to have some input from the Commission, see if we want to move in this direction. I think we should. I think it just ties it up a little bit and makes sense and I would be willing to make that motion to limit it to that one issue, that one additional condition on the variance, meaning that the wastewater system would have to be in operation. If it ever ceases to operate then the variance would evaporate.

CHAIRMAN ANAYA: I'm going to go ahead and turn this case over to the vice chairman, Commissioner Montoya. I'm going to abstain from voting on this case.

COMMISSIONER MONTOYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, I would have to ask legal whether or not I have a vote in here. I did not vote in favor of this project so I'm not sure I can participate in the motion to reconsider. May I?

MR. ROSS: Mr. Chairman, Commissioner Vigil, you may not make the motion but you can participate in the matter.

COMMISSIONER VIGIL: With that regard then I do want to exercise my right to vote on this. It was my intent, Commissioner Campos, not to personalize this for the particular applicant but I'm highly concerned about variances with water catchment systems. It occurred to me that we should set some limitation on it and what was feasible to me was should the property turn over to a new owner, whether or not that owner continues to operate the wastewater system or decides to do something totally different from it then we've really prohibited ourselves from applying the water catchment system. So my intent was for that to stay with the current owner. But I think probably the more appropriate avenue is to create the condition that provides the variance, so long as the water system is being operated in its current form.

COMMISSIONER MONTOYA: Thank you. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I could support reconsideration of this but only if the reconsideration – if we're clear that the reconsideration is for the discussion and action on this one potential amendment to the approval of the variance and not to the variance itself, to the approval of the variance itself. With that limited scope. Let me ask Commissioner Campos if that falls within the context of his motion.

COMMISSIONER CAMPOS: If you make the motion I'll second that.

COMMISSIONER SULLIVAN: I think we already have a motion.

COMMISSIONER CAMPOS: Do we?

COMMISSIONER SULLIVAN: We already have a motion that you made –

COMMISSIONER CAMPOS: No, I asked for discussion.

COMMISSIONER SULLIVAN: Isn't there a motion?

COMMISSIONER MONTOYA: No. Not yet.

COMMISSIONER SULLIVAN: Okay. That's the only reason. I think the applicant has presented adequate information about the high level of not only gray water but black water treatment on this project, and that all of that would be recycled back to use for irrigation and other landscaping purposes. I felt comfortable with the level of environmental approval in the permit which they had already received on this. I don't have a problem with attaching a condition that would say that that wastewater treatment plant needs to be in operation or that the permit needs to continue to be in place for that variance to be in place. I just want to be sure that it's limited to discussion to that particular item.

COMMISSIONER CAMPOS: Do you want to make the motion?

COMMISSIONER SULLIVAN: Well, it's your item on the agenda so it's probably more appropriate to come from you.

COMMISSIONER CAMPOS: Okay. Well, I'll make the motion to reconsider the granting of the variance and that we hear this again on the issue of adding a condition, the

condition being that the variance will continue to run only so long as the proposed wastewater system and the New Mexico Environment Department approvals continue in force.

COMMISSIONER MONTOYA: We have a motion. Second by Commissioner Sullivan?

COMMISSIONER SULLIVAN: I was waiting for Commissioner Vigil to second it. She's the one that brought it forward.

COMMISSIONER MONTOYA: She can second, can't she?

MR. ROSS: Mr. Chairman, I think she can. She can't make the motion.

COMMISSIONER VIGIL: I'll second the second.

COMMISSIONER SULLIVAN: Discussion, Mr. Chairman.

COMMISSIONER MONTOYA: Commissioner.

COMMISSIONER SULLIVAN: By saying reconsideration of the variance, you're saying reconsideration of the variance action limited specifically to this condition.

COMMISSIONER CAMPOS: The intent would be to add that condition, not to reconsider in the sense that we could consider not granting the variance. The variance has been granted. That's fine. We'd just add a condition to that.

COMMISSIONER SULLIVAN: Okay. Thank you, Mr. Chairman.

COMMISSIONER MONTOYA: Okay. Any other discussion?

The motion to reconsider the Vista Clara variance with regard to an additional condition passed by unanimous [4-0] voice vote. [Commissioner Anaya abstained from the vote.]

COMMISSIONER MONTOYA: So Steve, this will come at the next land use meeting?

MR. ROSS: Mr. Chairman, at the very next land use meeting. It's already been advertised so it will come. I will -

COMMISSIONER MONTOYA: Notify the applicant.

MR. ROSS: We'll notify the applicant and we'll work on a caption that limits the discussion as posed in the motion.

X. PRESENTATIONS

B. Employee of the Quarter

ROBERT ANAYA (Housing Director): Mr. Chairman, Commissioners, I'd like to read the letter that I presented to the evaluation committee for employee of the quarter and I'd like to ask that Ms. Dodi Salazar please come forward at this time. I would like to put forward the name of Ms. Dodi Salazar for Santa Fe County Employee of the Quarter. There are many traits that I feel make her an excellent candidate for this acknowledgement.

Ms. Salazar is a lifelong resident of this community and has invested her energy for the last 18-plus years to serve the citizens of Santa Fe County. Her dedication to her work is evident in her commitment to housing families in need. She has spent her entire career in government employed right here at Santa Fe County, right at the Santa Fe County Housing Authority. Ms. Salazar has stayed the course through good times and through hard times and has made her mark in helping the Housing Authority move progressively forward.

Ms. Salazar has invested her energy in many areas. However, one area that deserves special treatment is her work with the Family Self-sufficiency program. This program which she oversees targets families in need who have a desire to improve their position in life. The program helps individuals develop a five-year plan to move forward and to move up the ladder towards self-sufficiency. It helps people manage their finances, get an education, care for their families, and ultimately move off of public assistance and into home ownership.

Many people have achieved this goal as a direct result of the efforts, dedication and compassion of Ms. Salazar. If you want to learn more about the positions available at the Santa Fe County Housing Authority, Ms. Salazar is the person you need to talk to. Ms. Salazar lives the ins and outs of the agency by working her way through it. With few exceptions, Ms. Salazar has worked, and she has been there and done that, and has worked her way respectfully and diligently up the ladder.

Ms. Salazar is now the deputy director and deservedly so, and is crucial to the success and progress of the agency. I am proud to work along side this housing professional and it's an honor to nominate her and today to recommend to the Commission to give her employee of this quarter. I present to you, Mr. Chairman, Commissioners, Ms. Dodi Salazar.

DODI SALAZAR (Deputy Housing Director): Mr. Chairman, Commissioners, I am speechless, and those of you who know me know I am never speechless. I am honored and I am humbled and it's amazing to be recognized for something that you just love to do, and I love what I do and I love the people that I work with. Thank you so much.

CHAIRMAN ANAYA: Dodi Salazar. How many years? Nineteen years. We want to present you with this little Employee of the Quarter, little recognition. Thank you. And her husband Jim's here. Jim, thanks for being here.

MR. GONZALEZ: We want to thank Jim for loaning Dodi to us for so long, Mr. Chairman.

CHAIRMAN ANAYA: I want to thank all of Housing staff for being here and supportive of that. Thank you, staff. Now you can take her to lunch.

COMMISSIONER SULLIVAN: That resolution, by the way, commits her to 19 more years.

CHAIRMAN ANAYA: Speaking of lunch, do we want to continue or do we want to stop and go to lunch and come back and continue.

COMMISSIONER SULLIVAN: Mr. Chairman, I'd suggest we finish the

presentation and then get the Consent Calendar out of the way.

CHAIRMAN ANAYA: Okay. Is that okay, Commissioners. That shouldn't take us long, I don't think. How long is the Richard Taaffe presentation? Two minutes?

X. C. Recognize the Contribution of Richard Taaffe to the Santa Fe County Health Policy & Planning Commission upon His Resignation

BECKY BEARDSLEY (DWI Coordinator): Mr. Chairman, Commissioners, Mr. Richard Taaffe was previously the CEO of La Familia Medical Center. He was also one of the founding members of the Health Policy and Planning Commission. He has recently taken a position in Hawaii, doing what he was doing for Santa Fe County but in the state of Hawaii with countless opportunities. They're really working on some innovative things in the area of healthcare out in Hawaii. Unfortunately, Mr. Taaffe did leave the state this previous Sunday so he is not here to be recognized in person. He will greatly be missed. His contributions were just countless for the County.

CHAIRMAN ANAYA: Any comments?

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Mr. Chairman, Richard Taaffe, I thank you for bringing him forward. He has been a strong contributor. I also want to mention that he was the first person to step up to the plate to be chairman of the Health Policy and Planning Commission and for that I will always be grateful to him.

COMMISSIONER MONTOYA: Mr. Chairman, I would also like to just recognize him. I didn't have an opportunity to go to his going away that they had at the HPPC meeting. When was it? Two weeks ago? Something like that. But anyway, he was a friend that I got to work with in the work that I do with Hands Across Cultures when he was working over at Health Centers of Northern New Mexico and collaborated on a grant where we had, Promotoras and lay health educators working in the community. He was just a joy to work with. Ultra-competent. La Familia is going to miss him, Santa Fe is going to miss him and I'm going to miss him. Aloha, Richard.

CHAIRMAN ANAYA: Yes, and I'm going to miss him too and the whole Commission is going to miss him. Santa Fe County, he's done a wonderful job and I'm sure that they've gained a big asset by getting him down to Hawaii.

MS. BEARDSLEY: Most definitely.

CHAIRMAN ANAYA: Thank you very much for coming forward.

MR. GONZALEZ: Mr. Chairman, Commissioners, I did work with him years ago at DFA and it was amazing to see his meteoric rise. He's now moved from the land of enchantment to the state of bliss so we congratulate him for that.

CHAIRMAN ANAYA: Thank you, Gerald. We'll save the committee appointments for after lunch.

XI. CONSENT CALENDAR

A. Budget Adjustments

1. **Resolution No. 2005-171. A Resolution Requesting an Increase to the Clerk Recording Fees Fund (218) to Budget Prior Fiscal Year 2005 Cash Balance for Expenditure in Fiscal Year 2006 /\$26,000 (Clerk's Office)**
2. **Resolution No. 2005-172. A Resolution Requesting an Increase to the State Special Appropriations' Fund (318) / Eldorado and Edgewood Senior Centers to Budget Grants Awarded Through the New Mexico Department of Aging and Long-Term Services / \$145,000 (Projects & Facilities Management Department)**
3. **Resolution No. 2005-173. A Resolution Requesting an Increase to the Facility Bond 1997 Proceeds Fund (370) to Budget Prior Year Reimbursement Revenue for Expenditure in Fiscal Year 2006 / \$5,203.65 (Project & Facilities Management Department)**
4. **Resolution No. 2005-174. A Resolution Requesting an Increase to the Road Projects Fund (311) County Road 103 to Budget a Grant Awarded Through the New Mexico Department of Transportation for Expenditure in Fiscal Year 2006 (Public Works Department)**
5. **Resolution No. 2005-175. A Resolution Requesting an Increase to the General Fund (101) to Budget a Memorandum of Understanding with the Administrative Office of the Courts for Expenditure in Fiscal Year 2006 \$20,000 (Sheriff's Office)**
6. **Resolution No. 2005-176. A Resolution Requesting an Increase to the Law Enforcement Protection Fund (211) for a Grant Awarded Through the Law Enforcement Block Grants Program Approved by the Bureau of Justice Assistance for Expenditure in Fiscal Year 2006 / \$19,034 (Sheriff's Office)**
7. **Resolution No. 2005-177. A Resolution Increasing the 232 EMS/ Other Healthcare Fund By \$5,000 for Funds to Pay for Fuel for the Mobile Health Fair Van (Health & Human Services Department)**

B. Professional Service Agreements

1. **Request Approval to Award Amendment 1 to Professional Services Agreement (PSA) No. 25-133-YDP with Anthony W. Mayfield, DDS, to Provide Dental Services to the Youth Development Program (YDP) \$26,741 (Corrections Department)
ISOLATED FOR DISCUSSION**
2. **Request Authorization to Ratify Professional Services Agreement**

- No. 26-1813-ADF/RH to Compass Group LLC, (Canteen) to Provide Food Services at the Santa Fe County Adult Detention Facility \$686,000 (Corrections Department)**
3. **Request Authorization to Ratify Professional Services Agreement No. 26-1805-ADF/KD to Bicoll, DDS to Provide Dental Services at the Santa Fe County Adult Detention Facility \$20,000 (Corrections Department) ISOLATED FOR DISCUSSION**
 4. **Request Authorization to Award Professional Services Agreement No. 26-0101-MO/RH to the Highest Rated Offeror in Response to RFP #26-0101-MO/RH to Provide Lobbying Services \$25,000 (Manager's Office) ISOLATED FOR DISCUSSION**
 5. **Request Authorization to Execute Amendment No. 3 to PSA #24-0076-HR with the Solutions Group to Provide Employee Assistance Program Services \$28,182 (Manager's Office)**
 6. **Request Authorization to Ratify Professional Services Agreement No. 26-1814-ADF/RH to QMS, LLC to Provide Temporary Nursing Staff for the Medical Unit at the Santa Fe County Adult Detention Facility \$60,826 (Corrections Department)**
 7. **Request Authorization to Execute Amendment No. 1 to PSA #25-0077-TR with Ink Impressions Inc. to Provide Tax Bill Printing Services \$26,000 (Treasurer's Office)**
 8. **Request Authorization to Ratify Purchase Pursuant to NMSA 13-1-129 for the Santa Fe County Adult Detention Facility \$101,740 (Corrections Department) ISOLATED FOR DISCUSSION**
 9. **Request Authorization to Award Professional Services Agreement No. 26-0107-MG/FS to Southwest Planning & Marketing to Provide Facilitating of the Retreat for Upper Management for Strategic Planning for Santa Fe County from the Date of Execution to December 31, 2005 for an Amount not to Exceed \$13,442.63 (Manager's Office)**
- C. Grant Agreements**
1. **Request Approval of Grant Agreement with New Mexico Department of Finance and Administration for Teen Court Legislative Appropriation in the Amount of \$33,250 (Health & Human Services Department)**
- D. Miscellaneous**
1. **Consideration of a Written Order Setting the Tax Rates on the Net Taxable Value of Property Allocated to Santa Fe County (Assessor's Office)**
 2. **Request Authorization to Approve Special Appropriation Projects Amendment No. 1 for Santa Fe County Recovering**

Alcoholics Center Structure Awarded through the State of New Mexico Department of Finance and Administration (Finance Department) ISOLATED FOR DISCUSSION

3. **Request Authorization to Approve the '05 Project Grant Appropriations-NM Aging and Long Term Services Department: \$95,000 for the El Dorado Senior Center and \$50,000 for the Edgewood Senior Center (Project & Facilities Management Department)**
4. **Request Approval of the Memorandum of Agreement (MOA) To Construct the Curb, Gutter and Sidewalk Along Agua Fria Street From the City/County Line to Siler Road (Public Works Department)**
5. **Acceptance of Offers Regarding, IFB 25-67-RB1 and Authorization to Enter into Price Agreement with Waste Systems Supply for One or More Solid Waste Compactor Units and Receiver Boxes / \$51,696 (Public Works Department)**

COMMISSIONER MONTROYA: Move for approval on the Consent Calendar, minus the items that have been removed for consideration.

COMMISSIONER SULLIVAN: Second.

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

The motion to approve the Consent Calendar with the exceptions of items B. 1, 3, 4, and 8, and D. 2, passed by unanimous [5-0] voice vote.

CHAIRMAN ANAYA: Okay, we'll come back at 1:30. Is that okay?

[The Commission recessed from 12:00 to 1:40.]

IX. OTHER MATTERS FROM THE COMMISSION

CHAIRMAN ANAYA: Okay, let's go ahead and call this meeting back to order. We're going to go back to Matters from the Commission. Commissioner Vigil.

COMMISSIONER VIGIL: Nothing today.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Mr. Chairman, I've been talking -- there's an architect here in town, Ed Mazria, who's an expert in the design of buildings that save energy. I've talked to him about maybe coming before the Commission, maybe in a study session or with staff, something simple, in the month of November. It would probably take about 90 minutes. I think we're at a real critical time in the discussion of these issues and I just want to know if the Commissioners want to attend. If not, perhaps we can just have some

Commissioners and the key staffers attend. But it's an important issue that we have to perhaps rehab buildings, construct buildings. It's a huge issue.

CHAIRMAN ANAYA: I think it would be good to have him meet with staff. I think it's a good idea to get his ideas on conserving energy in our new buildings. Or in our existing buildings?

COMMISSIONER CAMPOS: In our existing and new. Different energy solutions. I'd just like to know if the Commission – he said he's available the week of November 7th. I don't know if you –

CHAIRMAN ANAYA: I won't be here but I don't want to hold it up. But if you want to have a special session or if you want him to meet with staff. What does the Board want?

COMMISSIONER VIGIL: Mr. Chairman, I'm happy to meet with him.

COMMISSIONER SULLIVAN: I would as well, Mr. Chairman. The only day it doesn't work for me is the 10th.

COMMISSIONER CAMPOS: Yes, that doesn't work for me either. But that week –

COMMISSIONER MONTOYA: Yes, I would be too. The week of the 7th?

COMMISSIONER CAMPOS: The 7th. We have a BCC meeting on the 8th, Tuesday.

COMMISSIONER MONTOYA: How long does it take?

COMMISSIONER CAMPOS: Yes, we could do it that afternoon. Probably 60 to 90 minutes. How about that? He says he's pretty open that week. We could ask him to be here at 1:00. How about that?

COMMISSIONER MONTOYA: That will work.

COMMISSIONER CAMPOS: Okay. I'll make the contact. We need to set up a special BCC study session and see if we can have the key staff people who are involved and certainly spill over into the public if anybody wants to come and listen to what Mazria has to say. I think there's some really interesting ideas. So let's shoot for that. The 8th at 1:00.

CHAIRMAN ANAYA: Eighth at 1:00?

COMMISSIONER CAMPOS: That's the day we have the BCC.

CHAIRMAN ANAYA: All right. Thank you. Anything else, Commissioner?

COMMISSIONER CAMPOS: That's it.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman. One of the items I had was to ask what the progress on our thoughts about the energy project review consultant and maybe after we have this meeting with Mr. Mazria we can pursue that further with someone that would review our building plans that are being done by architects to ensure we have some energy conservation measures and that we've looked at lifecycle costs. I don't just mean just energy conservation that's cheap but lifecycle costs of the building.

The other thing I wanted to mention today is the memorial. You may have seen it in the paper. Yesterday Rosa Parks died and Rosa Parks 50 years ago ignited the civil rights

movement by refusing to give up her seat on a bus in Montgomery, Alabama. It took nine years after that, that happened in 1955 before the Civil Rights Act of 1964 was passed. I was 13 when that happened and so I'm not remembering a great deal of it but it was a landmark event in our history. I thought it would be appropriate to commemorate it.

Finally, I was at a meeting Friday as well as a couple of our PFMD staffers to talk about the plans for the Vista Grande Public Library. And I was concerned because back on July 14th, Gerald, they wrote to the County advising them that they received \$34,409 from the statewide GO bond issue and that we have to apparently prepare a joint powers agreement which wasn't required before but which is required now, based on a letter dated June 8, 2005 from the New Mexico State Library. So this is not money that the County is putting up; this is money that comes from the state general obligation bond, and they've been waiting for three months to get a response to that letter. So I guess my inquiry is when do we plan to respond?

MR. GONZALEZ: As soon as we can find the letter. It doesn't ring a bell with me, so I'm not sure where it may have gone internally.

COMMISSIONER SULLIVAN: It went to Mr. Gutierrez, the Project and Facilities Management Department. Here's a copy. But I think they need the money. They have it programmed for items and programs at the library and it doesn't cost us anything.

JOSEPH GUTIERREZ (PFMD Director): Mr. Chairman, Commissioner Sullivan, members of the Commission, those dollars were appropriated in the FY05 legislative session. Actually then, even though those dollars, the communities feel they become available in July, they really don't. A lot of the dollars do not become available until you all accept those grants, which was at the last administrative meeting.

In terms of the joint powers agreement, we will pursue that. I'm not sure that - if we do a joint powers agreement it has to be with another public body. But Rudy updated me on the meeting so we will move forward, but those dollars were not available on July 1st. I think there's a misconception there because there were so many capital dollars that the legislature appropriated. They go through local government, then they come to the cities, counties, municipalities, whatever. So we'll work on that.

COMMISSIONER SULLIVAN: Did we respond to their letter and provide an explanation?

MR. GUTIERREZ: No, I didn't. I apologize.

CHAIRMAN ANAYA: Thank you, Joseph. You'll go ahead and respond and get on that.

COMMISSIONER SULLIVAN: Well, I think we have some lead time, Mr. Chairman. It's not just whether the money becomes available in July. It takes some time to put these agreements together. Legal of course has to do that and I'm not sure, Steve, whether this would require a joint powers agreement. The State Library says so in their letter but I'm of a mind that it should be more like a memorandum of agreement than a joint powers agreement because as Mr. Gutierrez said, I'm not understanding why there would be a JPA between a non-profit and the County. It seems like it would be a memorandum. Wouldn't you agree?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, DFA won't even approve

JPA's that aren't wholly between the state of New Mexico and governmental entities anymore. So I don't understand it either.

COMMISSIONER SULLIVAN: Yes. I think the State Library - this is the first year they're requiring it and I think they're using it as a generic term meaning some type of intergovernmental agreement. But I was concerned they were discussing a JPA because that would require the Department of Finance and Administration approval, which could take more time. Thank you, Mr. Chairman.

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

COMMISSIONER MONTOYA: Mr. Chairman, just wanted to report that on October 14th had our New Mexico Association of Counties board of directors meeting. At that, some of the significant issues were the BLM partnership agreement that was renewed again for another year between the association and BLM. And I had a question in that regard in terms of the pursuit of BLM property. Can you give me an update on that?

MR. GUTIERREZ: Mr. Chairman, members of the Commission, in terms of an update, in terms of BLM properties, we did have a meeting, myself, Paul Olafson and Rudy Garcia met with BLM approximately about three weeks ago to see what land they might have available. If there were any up for disposal. And the gentleman that we met with asked us to generate a letter from the County to the BLM to include us in any mailings that they may have when they go out for public notice on certain properties. And that letter was sent to them about two weeks ago. So we're waiting in response to them what might be available.

They did mention some lands that might be available in the 599 area where the Public Works building is. Their emphasis on the use of those lands was open space property, based on developments that were planned for the future. But it wasn't restricted to that point and they didn't have all the facts in terms of how they would make these lands available to the public at this point. But we did write a letter to them to make sure that we're included in future public hearings or availability of properties or those types of things.

COMMISSIONER MONTOYA: So a good resource, Joseph, might be Joyce Fierro over at the Association also. Joyce Fierro. And she could maybe help in terms of identifying anything, or as a liaison between us and BLM.

MR. GUTIERREZ: Mr. Chairman, Commissioner Montoya, we'll contact her and make sure that we use her as a resource.

COMMISSIONER MONTOYA: Okay. And thank you for following up. I appreciate that. Good update.

Mr. Chairman, the other thing I would like to request, I would like at least the packet that I bring back is made available for all of the Commissioners. I think it's unrealistic that we make another packet of material that they may not read. Right? So at least if we put it in a central location we know NMAC materials are there and they can review it at their leisure and we'll just continuously update it. And also for any National Association of Counties board of directors meeting so that information is made available to them.

MR. GONZALEZ: Be glad to label those and set them out where the

Commissioners can access them. I'll coordinate that with Naomi.

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

CHAIRMAN ANAYA: Thank you, Commissioner. I just want to compliment the Manager and staff on how beautiful the front of the building is looking. And what do we plan on doing? I know they're doing some more stuff out there, but that little banco out there looks nice. Everything is looking nice. And I'm glad that you guys fixed the side over here where we have walkways now, because I was getting a lot of calls on that. That looks nice. What is the intention? I know they're doing a little more work out there. What are we planning on doing? Does anybody know?

MR. GONZALEZ: I know we're upgrading the general appearance of the building and I'll let Joe talk about anything he wants to add, but there were a series of steps that were outlined. One was doing the front entryway, as you know. We've worked on the back entryway including the inlets and the exits to the parking area, followed by the Assessor's parking area. Then I think there are a few other upgrades that we've got along the way, but nothing major that I'm aware of.

CHAIRMAN ANAYA: Are we going to put a big statue of Commissioner Vigil up there in the front?

COMMISSIONER VIGIL: Yes, I've been posing for one. Or proposing.

CHAIRMAN ANAYA: Anyway, I think it's looking nice. It's a big improvement. Thank you.

XI. COMMITTEE APPOINTMENTS, REAPPOINTMENTS AND RESIGNATIONS

A. Appointment to the Bennie J. Chavez Community Center Committee

MR. GUTIERREZ: Mr. Chairman, members of the committee, this request is to place Cindy Trujillo as a member of the committee at the Bennie Chavez Community Center. Cindy Trujillo has lived in the community for 14 years and I believe probably Commissioner Montoya can speak more to her qualifications.

COMMISSIONER MONTOYA: Mr. Chairman, members of the Commission, she contacted me and expressed interest in serving on the community center board and the experience that I'm having at a lot of these community centers, in terms of getting board members is just trying to find people to fill the different vacancies and she has volunteered and has come forward and I would recommend approval.

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

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Second. Any discussion? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, with regard to Ms. Trujillo, there was a questionnaire in the packet and it wasn't signed. It looked like it was

just prepared by the staff. Don't we usually get the questionnaire filled out by the applicant?

COMMISSIONER VIGIL: Mr. Chairman, my questionnaire does have most of the questions answered. They typewritten, so my sense is the applicant did respond to some of them and there's a couple of questions that she didn't. Is that correct?

MR. GUTIERREZ: Mr. Chairman, Commissioner Vigil, that's correct.

COMMISSIONER SULLIVAN: So the applicant typed up the questionnaire? Is that the way it works?

MR. GUTIERREZ: Mr. Chairman, Commissioner Sullivan, I believe that we typed in Ms. Trujillo's response into this questionnaire.

COMMISSIONER SULLIVAN: Okay. She didn't respond to any questions regarding How will you contribute the committee, if you've been on any other committees and any suggestions relating to the committee.

COMMISSIONER VIGIL: Not in my questionnaire.

MR. GUTIERREZ: Mr. Chairman, Commissioner Sullivan, she didn't respond to those questions. My understanding based on staff is that she works closely with the president and the vice president and she was recruited by those individuals also.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Any other comments?

The motion to appoint Cindy Trujillo to the Bennie J. Chavez Community Center committee passed by unanimous [5-0] voice vote.

XI. B. Appointments to the Maternal Child Health Council

MS. BEARDSLEY: Mr. Chairman, Commissioners, we have six recommendations for appointment the Maternal and Child Health Council. All of these positions are as a result of either resignations or positions that were not previously filled. We have Janet Aboytes, who is the new director of the Teen Parent Center at Santa Fe High School. She's working collaboratively with the council. Her working collaboratively with the council will assist her with networking to improve services for our youth and our children.

Cathy Doren is a nurse. She's the interim charge nurse providing clinical management and education to women services and pediatrics at St. Vincent Hospital. Her 30 years experience working with new mothers and infants will provide professional guidance to the council's critical issues.

Lisa Garcia is currently on board with Santa Fe County teaching parenting classes. Barry McIntosh is the director of the Young Fathers Project and is a health educator for Santa Fe Public Schools. Victoria Parrill is the manager of the Nambe Health and Human Services Department and Lara Yoder is the coordinator of community response at

Esperanza Shelter.

All of these applicants have resumes which are in your packet. They have been reviewed by the Maternal and Child Health Council. They have been reviewed also by the Health Policy and Planning Commission and they are recommending them for appointment.

COMMISSIONER MONTOYA: Recommend for approval, Mr. Chairman.

COMMISSIONER VIGIL: Second.

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

COMMISSIONER VIGIL: I just want to have Rebecca Beardsley relay to the Maternal and Child Health Council how pleased I am to get such a vast array and well experienced group of people participating in that board. What they provide is critical to our community. Tell them thank you very much for their recruitment and wonderful looking resume.

MS. BEARDSLEY: I will. Thank you.

COMMISSIONER MONTOYA: Ditto.

The motion to appoint six members to the Maternal and Child Health Council passed by unanimous [5-0] voice vote.

XI. C. Resignations From the Health Policy & Planning Commission

MS. BEARDSLEY: We have three resignations. We have Luciano Baca and William Dunbar. They are currently having trouble making their meetings and so have asked to be replaced in order for us to get somebody on board that would be able to better participate in the meetings. They represent districts 3 and 4 and then Richard Taaffe who we recognized earlier this morning has resigned and he was representing health centers. Currently we are accepting applications for appointments to those positions.

COMMISSIONER VIGIL: Move to approve.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: Any more discussion?

The motion to accept three resignations from the Health Policy and Planning Commission passed by unanimous [5-0] voice vote.

COMMISSIONER VIGIL: One question, Becky, before you go, Mr. Chairman. Do you still have a teen representative on that Commission?

MS. BEARDSLEY: Mr. Chairman, Commissioner Vigil, Luciano Baca was our teen representative. He's having trouble making the meetings because they usually meet early afternoon so we can't find somebody that can miss class. So we're re-evaluating the teen position on that council. We're looking at possibly one of our teen attorneys that works through

the teen court, and maybe we could work something out with the school that they attend so that they could get credit for attending the meeting or doing community service or something along those lines.

COMMISSIONER VIGIL: Thank you, Becky.

CHAIRMAN ANAYA: Thank you, Becky.

- XII. B.**
- 1. Request Approval to Award Amendment 1 to Professional Services Agreement (PSA) No. 25-133-YDP with Anthony W. Mayfield, DDS, to Provide Dental Services to the Youth Development Program (YDP) \$26,741 (Corrections Department)**
 - 3. Request Authorization to Ratify Professional Services Agreement No. 26-1805-ADF/KD to Bicoll, DDS to Provide Dental Services at the Santa Fe County Adult Detention Facility \$20,000 (Corrections Department)**

COMMISSIONER SULLIVAN: Mr. Chairman, if you like we could take both 1 and 3 together here because my question pertains to both of them. Susan, you can help me understand this. We apparently are extending Mr. Mayfield to provide dental services to the Youth Development Program, and in item number 3 we put out an RFP and he was one of several responders and the staff is recommending that it go to a different individual. This is for the County jail. Is that how it's working?

MS. LUCERO: Mr. Chairman, members of the Board and Commissioner Sullivan, the two items are separate in that the first item is to extend Dr. Mayfield's contract for juvenile detention facility services only. And the second item is to initiate a first-time contract with Dr. Bicoll on behalf of providing dental services for the adult facility only. It's a small contract. We looked at three quotes which also included information and quote from Dr. Mayfield and it was in the best interest of the County based on the quotes and the availability to go with Dr. Bicoll for the adult facility. And we are anticipating short-term contracts because we are right now initiating work on an RFP to consolidate dental services for both facilities and we hope to bring that back to the Board by the end of December.

COMMISSIONER SULLIVAN: Okay. What I just wondered was that apparently he had a higher quote than Mr. Bicoll did. And is that the same rate that we're paying him for services in the Youth Development program?

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, the services at the adult facility per hour are actually cheaper than for the services per hour at the Youth Detention Facility. And Dr. Bicoll's rate is \$75 an hour whereas Dr. Mayfield's rate averages roughly \$100 an hour.

COMMISSIONER SULLIVAN: For the youth work?

MS. LUCERO: For the youth work.

COMMISSIONER SULLIVAN: And was that also his quote for the adult?

MS. LUCERO: I believe so, and I think there was issue for him as far as initial discussion of what he would be considering for a service hour price. He was considering the same level of service as at the youth facility and when we explained it was different, then he wasn't as interested in the adult facility as he was in maintaining the youth facility contract.

COMMISSIONER SULLIVAN: Okay. So the youth facility requires more time because youth have more problems dentally? Is that it?

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, I don't know that it takes more time. It's probably more along the lines of you have on-call services, you need them to sometimes provide on-call services. At the adult side, it's very clear. It's 16 hours a week and so there's probably a little less issue with how often you have to be available.

COMMISSIONER SULLIVAN: In any case, by the end of the year you're going to consolidate these into one overall request for proposals.

MS. LUCERO: We hope to attain some economies of scale by combining the two contracts into one.

COMMISSIONER SULLIVAN: Okay. I don't know either of these professionals and I don't have an interest in one or the other I was just interested that there seemed to be a difference in cost. Mr. Chairman, I'd move for approval of item XII. B. 1 and XII. B. 3 of the Consent Agenda.

CHAIRMAN ANAYA: Okay, there's a motion to approve.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: And a second to approve 1 and 3. Any more discussion?

The motion to approve items XII. B. 1 and 3 passed by unanimous [5-0] voice vote.

XII. B. 4. Request Authorization to Award Professional Services Agreement No. 26-0101-MO/RH to the Highest Rated Offeror in Response to RFP #26-0101-MO/RH to Provide Lobbying Services \$25,000 (Manager's Office)

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. My question on this and the recollection that I have is that we had suggested an amount of \$20,000. Could you explain how it went up to \$25,000? And then the issuance of possibly an additional RFP for an additional lobbyist during the actual session.

MR. ABEYTA: Mr. Chairman, Commissioner Montoya, we did go back to the highest rated offeror. We talked about \$20,000 versus \$25,000 and he stated that he would not

move from \$25,000. So as I said, we talked about it. We talked about the services he would be providing and we felt that for his services we could agree to \$25,000, knowing that we still have money within our budget to accommodate an additional lobbyist or two when the session starts in January.

COMMISSIONER MONTOYA: So this is through the end of the legislative session?

MR. ABEYTA: yes.

COMMISSIONER MONTOYA: It's probably kind of late now, but is he going to be attending committee meetings?

MR. ABEYTA: It's my understanding that it's from now until – it includes committee meetings once the contract is in place.

COMMISSIONER MONTOYA: The other question that was asked was is there going to be a conflict with legislation as there was in the past session where he was advocating for and we were opposed to a piece of legislation that was in conflict with another client that he was representing?

MR. ABEYTA: Mr. Chairman, Commissioner Montoya, we spoke specifically about that issue with him and he had indicated that he wouldn't – if that case arises in the future, he wouldn't lobby on behalf of either client, so that there would not be a conflict of interest.

COMMISSIONER MONTOYA: Nor a benefit to the County. Okay. Mr. Chairman, move for approval.

CHAIRMAN ANAYA: There's a motion.

COMMISSIONER VIGIL: I second that, and I have some discussion.

CHAIRMAN ANAYA: Second. Discussion. Commissioner Vigil.

COMMISSIONER VIGIL: To the County Manager's office, I'm really concerned about the strategy that we have for our lobbying efforts at the New Mexico State Legislature. I would like, and perhaps you've already done this through your meetings. I would like to know who would be assigned what for lobbying purposes at the New Mexico State Legislature. Traditionally what the County has done is utilize lobbyists for capital outlay funds, but there are a lot of other issues out there that are critical to our lobbying efforts and that statutory language changes that affect such statutes as the indigent fund and other areas, land use, planning, those kinds of things.

I guess I'm concerned that we don't have the appropriate designation of responsibility for those legislative issues. Can you give me some level of comfort on that, Roman?

MR. ABEYTA: Mr. Chairman, Commissioner Vigil, we have been meeting internally and putting together an outline and a strategy that outlines which staff would be responsible for certain types of legislation and how we would interact with the lobbyists. As you know we do have a vacancy in the Manager's office and we contacted and have conducted a couple of interviews to fill that position and one of our emphases, what we're looking for is somebody with a strong background in legislative analysis and lobbying so that they would have a primary role in that. But we're currently putting the plan together and I'll be happy to share

that with you and the Commission as soon as the County Manager has had a chance to review that.

COMMISSIONER VIGIL: Thank you. And Mr. Chairman, I guess I make those statements because I have a certain bias to that and I think it's really critical that the County have a pivotal person within staff because a lot of the needs of what the New Mexico Legislature has is not within the knowledge of our private lobbyists. That presence is required at the legislature so to have a staff liaison, a staff lobbyist, someone who could connect the legislature with the issues that are critical to them, particularly during the session and be able to be responsive and responsible to their requests is I think a critical part of our lobbying efforts. So I look forward to finding out who this particular person will be, if that in fact is what you're representing as part of their job responsibilities.

MR. GONZALEZ: Mr. Chairman, Commissioner Vigil, you left a big hole when we lost you to higher office.

COMMISSIONER VIGIL: And also Jaime Estremera-Fitzgerald who created a huge, huge benefit with regard to that liaison responsibility.

MR. GONZALEZ: Mr. Chairman, I did try to persuade him to come back for the session but have been unsuccessful so far.

COMMISSIONER VIGIL: Thank you. Thank you, Mr. Chairman. And thanks for the compliment, Gerald.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Roman, what was the situation with regard – we had two other lobbyists last year. Did they not respond? Were they not interested or were they not effective?

MR. ABEYTA: Mr. Chairman, maybe Susan or Randy can answer that question as far as the response to our RFP.

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, there was one other sealed proposal that was received an hour and 52 minutes after the deadline. And by the prior two groups that have provided this service before it was in one sealed packet but it was received after the deadline and therefore it's deemed non-responsive.

COMMISSIONER SULLIVAN: Okay, well, last year we had Mr. Maes and these other two. So we seemed to have felt last year that we needed three lobbyists, and we don't feel this year that we need three? Is there something different about this session other than the fact that it's a short one?

MR. ABEYTA: Mr. Chairman, Commissioner Sullivan, as I stated earlier, we still have money within our budget and we're going to analyze with our lobbyists and staff whether or not there's a need for one or two additional lobbyists. So we're not completely prepared to say we don't need another lobbyist. That's something that we're going to evaluate as we get closer to the session. And I think the fact that last year's session was a 60-day session and this is a 30-day we felt at this point we weren't – we didn't feel comfortable recommending two or three to the Commission at this time. But we may be back with an additional lobbyist.

COMMISSIONER SULLIVAN: Okay. Thank you.

The motion to approve XII. B. 4 passed by unanimous [5-0] voice vote.

XII. B. 8. Request Authorization to Ratify Purchase Pursuant to NMSA 13-1-129 for the Santa Fe County Adult Detention Facility \$101,740 (Corrections Department)

COMMISSIONER VIGIL: Thank you, Mr. Chairman, and I actually will just ask Susan to just state the justification for the sole source provider on this request. Just so we have that for the record. That was my question.

MS. LUCERO: Mr. Chairman, members of the Board, the item that the Corrections Department is purchasing here is a specially made mattress, specially made for correction and detoxification centers. It has a unique patent in that the materials meet ACA fire-ratings and also correctional standards ratings, and therefore it is considered sole source. It has unique seaming, finishing in that it doesn't allow the inmates to negotiate the seams in order to put items inside the mattress as well as cleaning and hygiene.

COMMISSIONER VIGIL: Thank you, Mr. Chairman, I'll move for approval.

COMMISSIONER MONTOYA: Second.

CHAIRMAN ANAYA: Motion and second. Commissioner Sullivan.

COMMISSIONER SULLIVAN: Susan, how many do we get for \$101,740?

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, we purchased 800 mattresses, and the intention is that we want to eliminate all of the older ones that are completely destroyed with this new type of mattress and they are to have a longer life. Bernalillo County has used them and tested them and they've been through several different types. Therefore that's why we felt this investment might serve the County better in the long run.

The motion to approve Consent Calendar item XII. B. 8 passed by unanimous [5-0] voice vote.

XII. D. 2. Request Authorization to Approve Special Appropriation Projects Amendment No. 1 for Santa Fe County Recovering Alcoholics Center Structure Awarded through the State of New Mexico Department of Finance and Administration (Finance Department)

COMMISSIONER MONTOYA: Mr. Chairman, is the one that this information is addressed to the Honorable Jack Sullivan and Dear Chairman Garcia? Okay. Could you just

explain this to me, Susan?

MS. LUCERO: Sure. Mr. Chairman, Commissioner Montoya, this is an amendment to an existing capital outlay project we have through DFA special appropriations projects for the Recovering Alcoholics Program, the RAP program.

COMMISSIONER MONTOYA: The Santa Fe Recovery Center.

MS. LUCERO: Yes. Now it would be Santa Fe Recovery. You're right. The intention of the amendment is to expand the purpose to include purchase of a modular structure where the original language didn't allow for that. So this gives us a little more flexibility on behalf of the Santa Fe Recovery of Alcoholics Center to purchase a modular structure.

COMMISSIONER MONTOYA: Are they still considering doing that?

MS. LUCERO: As far as the funding through the legislative appropriation, yes. And we haven't received word otherwise not to proceed.

COMMISSIONER MONTOYA: Okay. Thank you. Move for approval, Mr. Chairman.

CHAIRMAN ANAYA: Motion. Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: And a second. Any more discussion?

The motion to approve XII. D. 2 passed by unanimous [5-0] voice vote.

XIII. STAFF AND ELECTED OFFICIALS' ITEMS

B. Clerk's Office

1. Resolution No. 2005-178. A Resolution Designating the Polling Places of Each Precinct in Santa Fe County, New Mexico

DENISE LAMB (Elections Bureau Director): Chairman Anaya, Commissioners, nice to be with you this again this afternoon.

CHAIRMAN ANAYA: Good to see you.

MS. LAMB: This resolution is requested pursuant to Section 1-3-2 of the New Mexico Election Code, which basically requires County Commissioners to designate the polling places in every county no later than the first Monday in November of each odd-numbered year. This is in preparation for the primary and general election next year. We have two polling places that are going to be moving. We were notified that Sweeney Convention Center, which is one of our largest polling places is no longer going to be available to use next year. At least that is the plan unless something changes.

We contacted De Vargas Mall, and they were very gracious in allowing us the use of the atrium in the mall. Of course the concerns with polling places and moving them is that not only that they be not too far from the original polling place, but that there also be adequate parking and disability access. The management at the mall was very gracious and immediately agreed to make a large section of the atrium available for a polling place.

The other polling place location that's changed is the Tesuque Pueblo from one building that was an older senior center building to the new building that they have on Tesuque Pueblo. Those are the only two changes and if you have any questions I'll be happy to try and answer them.

CHAIRMAN ANAYA: Any question of Denise? Commissioner Vigil.

COMMISSIONER VIGIL: Thank you. Denise, will the voters from those precincts be notified of the precinct change?

MS. LAMB: Absolutely.

COMMISSIONER VIGIL: Will they receive a notification by mail?

MS. LAMB: Yes.

COMMISSIONER VIGIL: Okay. Thank you.

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

COMMISSIONER MONTOYA: Thank you, Mr. Chairman. Denise, do we need an affidavit. There was an affidavit for the change for the De Vargas Mall but not one for Tesuque.

MS. LAMB: Actually, that is on a related matter. We have several polling places in Santa Fe County that are located out of their precinct because there is no suitable public building within the precinct that is not only disability accessible and has adequate parking. We have some polling places that are located out of precinct. In order to accomplish that, according to the election code we must have a court order. That court order was obtained from the First Judicial District and so that's what the affidavit is part of, that court order.

COMMISSIONER MONTOYA: Oh, okay. So Tesuque Pueblo doesn't need one then.

MS. LAMB: No.

COMMISSIONER MONTOYA: Okay. And then, Mr. Chairman, just in terms of the – on the resolution, it should be the inter-generational, as opposed to inner. Just a minor typo.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER MONTOYA: Move for approval, Mr. Chairman. It should be noted these are also my district. So I'm glad those people are going to be informed.

CHAIRMAN ANAYA: There's a motion.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: And a second. Any more discussion?

The motion to approve Resolution 2005-178 passed by unanimous [5-0] voice vote.

CHAIRMAN ANAYA: Thank you, Denise.

XIII. B. Finance Department

- 1. Resolution No. 2005-179. A Resolution Declaring the Intent of Santa Fe County, New Mexico Industrial Bonds Entitled Santa Fe County, New Mexico Industrial Revenue Bonds (ATC Charter School Foundation Project), Series 2005 in an Aggregate Amount of Up to \$7,000,000 in Connection with a Proposed Project to be Located in Santa Fe County, New Mexico, for the Purpose of Inducing ATC Charter School Foundation or its Successors or Assigns, to Acquire, Construct and Equip the Project and to Reimburse Temporary Advances Made for Capital Expenditures from Proceeds of the Bonds and Related Matters**

MS. LUCERO: Thank you, Mr. Chairman, members of the Board. The County has been approached by a charter school known as the Academy for Technology and the Classics to endorse and support an industrial revenue bond issue on their behalf. This case is somewhat unique in that an industrial revenue bond is typically sought by an organization who is not exempt from taxes, and in this case the charter school is part of the public school district and therefore is a political subdivision of the state and is exempt from taxes. But apparently the school has done research in attempting to find appropriate funding for the project and they feel that this is a viable opportunity for them and they would like to present information to you regarding a project and the need for the funding. As well we have Peter Franklin here, our bond counsel, who can speak on behalf of the County with respect to legal issues regarding an IRB. So with that I'll turn it over to the school.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Thank you, Mr. Chairman. Ms. Lucero, I understand you had some concerns about this project over the past week or so. Could you tell us what they are?

MS. LUCERO: Mr. Chairman, Commissioner Campos, I have had some issues. Some of them have been recently taken care of but unfortunately I didn't get the information until after the packet deadline. I have drafted a memo that I've put at your places in which I have bulleted a few items and perhaps you'd like to discuss those with Peter Franklin as he comes up as well as with the school, their thoughts on some of these issues and so on and so forth.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Susan, on your memo, you mention approval of the project by the Santa Fe Public School District. What approvals does the school district have to give? I know they've given them a master plan approval to the charter school but do they have some role in this bond process?

MS. LUCERO: Mr. Chairman, Commissioner Sullivan, I think that's

exactly the question for this school to respond to. I wasn't able to contact the district. I have spoken with the New Mexico Public Schools funding authority but that's yet different than the school district themselves.

COMMISSIONER SULLIVAN: And would the school district itself also be eligible to come to the County for an industrial revenue bond for one of their facilities?

MS. LUCERO: I'm not sure; I think that's a legal question. I'm not sure.

COMMISSIONER SULLIVAN: Well, they're a part of the school district and they're already tax exempt, it seems to me they're of the same make-up as a charter school in terms of their authorization. So could we also get requests from the school district for future IRBs. Maybe Mr. Franklin – he's shaking his head. Is there a reason why they wouldn't be eligible and the charter school is eligible, Mr. Franklin.

PETER FRANKLIN (Bond Counsel): Mr. Chairman, Commissioner Sullivan, school districts have their own GO bonding authority which is the authority they use to issue bonds outside of the County's authority. This IRB structure is really a conduit structure that would work for a charter school but would not be – certainly not typical and as far as I know not really workable for the school district itself to take advantage of.

COMMISSIONER SULLIVAN: And my other question about the approvals. What approvals does the school district have to –

MR. FRANKLIN: Mr. Chairman, Commissioner Sullivan, I think the school should respond to that because that's not something I'm really sure about.

COMMISSIONER SULLIVAN: I mean Santa Fe Public Schools.

MR. FRANKLIN: No, I mean the applicants.

COMMISSIONER SULLIVAN: But I would of course like Santa Fe Public Schools to respond to it. Do we have a representative from Santa Fe Public Schools?

MR. FRANKLIN: Not that I know of.

COMMISSIONER SULLIVAN: Okay. That's all the questions I had for now, Mr. Chairman.

CHAIRMAN ANAYA: Thank you. Let's go ahead and hear from – state your name and who you're with.

MATTHEW MCQUEEN: Mr. Chairman, members of the Commission, I'm Matthew McQueen. I come before you today as counsel for ATC Foundation, which is the actual proponent of the bond. The ATC Foundation is a New Mexico non-profit corporation. It's a public charity and tax-exempt under 501(c)(3) of the code, so it's not actually the charter school coming before you to issue these bonds, it's the foundation. The foundation, however, is a sole purpose entity, which was set up to support the charter school. Just to clarify that.

Before I begin I'd like to introduce some of the people who are with me today. We have Ruth LeBlanc who is principal of the school. David Buchholtz, who is the bond underwriter's counsel with the Brownstein Hyatt & Farber firm. Russell Caldwell, with Kirkpatrick Pettis. Patricia Matthews, who's counsel for the charter school. Lee Pittard is our project representative. And I think Joe Browning was here, who's our project architect.

What I'd like to do is just briefly give you some history of the school, some history of the foundation, and then an overview of the bond structure, and then if you have any specific questions either I will field them or refer them to one of my colleagues.

The school was founded in 2000, began operating in 2001 and currently has a charter extended through 2010. So the school already has a track record of success and has had superior test scores in Santa Fe County. It is a public school. It does not charge tuition and it's open to any student within the Santa Fe School District. There's currently a waiting list to get in. Slots are determined by a lottery.

Current enrollment is about 250 students and maximum enrollment is about 399 students. The school is currently located in mobile trailers and I think all the Commissioners received a packet of information and you can see a picture of the trailers on the front. It's certainly not an ideal environment. The purpose of the bonds is to get the school a permanent home. The trailers are on property essentially being loaned by the City of Santa Fe for that purpose and they will have to be moved in the near future. Plus we would like better facilities than just these mobile trailers.

A search committee of the school looked at no fewer than 44 different possible locations for the school, so there's been a great deal of effort put into this. And it wasn't until a 10-acre site was offered by Rancho Viejo that they really found a home. The site is currently in the process of being subdivided out so it can be donated to the school. The school also searched for many different funding mechanisms to actually build a facility. Private money, state money, federal money, none of which proved to be feasible, and they then discovered the bond mechanism which is being used frequently in Colorado. This would be somewhat novel for New Mexico for a charter school, although bonds have been used to fund other higher educational facilities, including facilities in the City of Santa Fe.

The foundation as I said is a non-profit corporation, a public charity and it was founded in 2002 for the sole purpose of supporting the school. The bonds would be issued pursuant to the County Industrial Revenue Bond Act, which specifically provides for issuance of bonds in support of 501(c)(3) organizations. Although the bonds would be issued by the County, the County would not be financially obligated under the bonds. They are a conduit financing. All the bond debt service would be paid by revenues from the project, and the way the project would be structured is the 10-acre site would be transferred from the foundation to the County. It would then be leased back to the foundation and subleased to the school. And these payments from the sublease and the lease would be sufficient to pay the debt service on the bond.

The school would be on a 10-acre site donated by Rancho Viejo. The foundation will come into ownership of the site, will transfer the site to the County so the County will own the site. The County will then lease the site back to the foundation. The foundation will enter into a sublease with the school. And the stream of payments from the sublease and the lease will be what the County uses to pay the debt service on the bond. Is that clear.

I would like to note just in closing that the source of funds for these lease payments

come from the state. There are two different sources. There's the state lease payment assistance revenue and the state equalization guarantee revenue. These are both sources of funding that are available to the charter school to pay the lease payment and in turn, service the debt.

Now, I'd welcome any questions and I might not answer them but someone here probably can.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Mr. McQueen, what if the school just fails? Who is liable for these bonds?

MR. MCQUEEN: Ultimately, Mr. Chairman, Commissioner Campos, ultimately the foundation is responsible. If the school for some unforeseen reason was not able to continue to make lease payments, the thought is that the facility, which will be a first-rate academic facility, could be leased out to another school – public school, private school, other educational institution, and thus continue to make the lease payments and pay the debt service. If that happened, the debt service could continue to be paid. In the event that the charter school, for again, an unforeseen reason, was not able to continue and they were not able to find another sublessee, the foundation would be responsible and it would be the bond holders that would be at risk, not the County.

COMMISSIONER CAMPOS: Would the foundation members be at risk? How does that work?

MR. MCQUEEN: No, Mr. Chairman, Commissioner Campos, the foundation is a non-profit corporation. It is the corporation who would be at risk. The board directors themselves would not bear personal liability.

COMMISSIONER CAMPOS: And this land would belong to the County, right?

MR. MCQUEEN: That's correct. It would be secured as part of the bond financing so the creditors could seize it, in the event of a default, the creditors could seize the land and the facility.

COMMISSIONER CAMPOS: So they would seize the land?

MR. MCQUEEN: That's correct.

COMMISSIONER CAMPOS: Okay. Now, as far as input from the Santa Fe Public School System. Are they having any input at all as far as the design and construction standards? Is there anyone other than the foundation really taking a role in providing input for the design and construction quality of this structure and development?

MR. MCQUEEN: Mr. Chairman, Commissioner Campos, the answer to that is yes, but to elaborate, I'm going to defer to Patricia Matthews. We also have Joe Browning, the architect here, and he might be able to add something.

PATRICIA MATTHEWS: Mr. Chairman, Commissioner Campos, in New Mexico we have what is called the Public School Facilities Authority, and they have developed standards for public education facilities. The law requires any facility that houses a public school to meet these particular standards. And it's my understanding that

the architect has designed the facility to meet those standards because it must. The law requires that every charter school by the year 2010 be in a facility that meets the public educational standards for a facility. So it has to, and the architect – I haven't spoken to him. I'll let him speak for himself, but that's the law and they must follow it and the facility has to meet those requirements.

COMMISSIONER CAMPOS: Do those standards relate to energy use, energy conservation, anything like that?

MS. MATTHEWS: I'd like the architect to speak to that, but I know, because I've worked with this charter school probably for the last seven years in their quest for a facility, that one of the main focuses of this school is to make it a green school or at least very energy-efficient and focus on those kinds of issues. But I'll let the architect respond to that.

COMMISSIONER CAMPOS: One last question. Water. You're getting water from –

MS. MATTHEWS: I know, I have been told that they have water rights assigned to the property but again I'll defer to the architect who would know the source of that and what status that's in at this point.

COMMISSIONER CAMPOS: You're saying that Rancho Viejo has water for the school?

MS. MATTHEWS: I do not know what the source of the water rights are. Any other questions?

CHAIRMAN ANAYA: Thank you, Patricia.

JOE BROWNING: Mr. Chairman and Commissioner Campos, let me just run through a few of the questions that I'm familiar with. As far as the facility plans, we have begun a process of approvals through PSFA and they have approved the school program, which included the cost estimate of construction and a financing plan as laid out before you. That was contingent upon being included in the district's facility master plan. And we approached the district on that basis with then assistant superintendent Leslie Carpenter. She recommended we make a presentation to the citizens review committee, which we did, and they recommended to the board of education that they include all the charter schools in the facilities master plan and as of last week, they voted to do that.

So we are in that process now. We have our programmatic approval. Our next step will be schematic design approval from the PSFA facility. As noted, the PSFA does publish a standards for buildings which includes energy standards. Also our school board publishes those same standards. They're very similar and they dovetail together. So both of those agencies have worked together on their standards.

COMMISSIONER CAMPOS: Those standards are of what quality or – there's all kinds of things you can do to save energy.

MR. BROWNING: There is quite a bit we can do to save energy above the standards. The standards are really minimum and they primarily relate to energy saving, insulation. They do not really look at where the energy's coming from. If it's natural gas

or solar or different sources. They certainly encourage that kind of investment in the school, and the school building and site committee has been very pro-saving energy in some method one way or another, and they've actively looked at a water harvesting program for the school. Our biggest problem is balancing our fiscal budget with being able to pay for energy now that will save us in ten years. As you know the building market is very volatile right now and that has been a problem, being able to find the funds to put them forward to do as much as we would like the school to do. Was there one more question about water?

COMMISSIONER CAMPOS: The water source.

MR. BROWNING: The school has, well, it was last year about this time, approached the City about receiving water allowance from the City for this school. And the City Council voted to give them two acre-feet per year, which met a water budget we had prepared for the school. It's very tight and they expect to be a water-saving facility. They're also anticipating water salvaging, water harvesting for the landscape systems.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: A couple of questions. Joe, on the water rights, out on this site, you're on the County water system at that point. At least I believe you are. So would you be then entering into an agreement with the County? A water service agreement with the County?

MR. BROWNING: Mr. Chairman, Commissioner Sullivan, we've discussed this with an engineer with Sangre de Cristo. I am not familiar with the process by which we would receive that water from the City, but the way he explained it to me is we would apply through Sangre de Cristo for the water. The meter and the fire protection both. That's really about as much as I know about the process is the City Council did make this grant specific to this particular site in Rancho Viejo.

COMMISSIONER SULLIVAN: I understand. How far do the City's water lines go?

MR. BROWNING: What Anthony Trujillo with Sangre de Cristo told me is that they have one on Avan Nu Po Road. That is a Sangre de Cristo line. But I'm not familiar if it's City, County, or what jurisdiction. But he did review that water line with me as far as its size and being able to serve our facility.

COMMISSIONER SULLIVAN: I think that's probably something, Mr. Chairman, that needs to be looked at a little further because you're outside – you're not in the City's service boundary; you're in the county. In the county, the County provides the water service. We wheel the water from the City through our lines and there would I assume be some charge to do that. Now, I know that the City has a parallel line to the County that goes out Richards Avenue. And I'm not sure that it goes to this site. It may go as far as IAIA but I'm not sure about that.

MR. MCQUEEN: Mr. Chairman, Commissioner Sullivan, if I may. The water approval was pursuant to City Council Resolution 2004-23. I apologize. I do not

have a copy of the resolution with me. I do have a copy of the minutes from that meeting and in the minutes from that meeting it's apparent that the Councilors were discussing the propriety of extending City lines out to this site and they ultimately voted in favor of it. The IAIA site is I think adjacent to the charter school site.

COMMISSIONER SULLIVAN: So the City will, in the county, extend the City's water lines to provide service to a county resident? Is that what we're doing here?

MR. MCQUEEN: I'm not entirely sure. I wouldn't want to give you information that I don't have in front of me.

COMMISSIONER SULLIVAN: I'm not quite sure how that would work. The City's service boundary is set. The County has water lines. I understand the City's approval to give you two acre-feet, which if they have it available to do, then they can certainly do it. Somebody has to deliver that wet water to your property. If the City can expand its City water lines within the Community College District irrespective of any authorization of the County I would question that.

MR. MCQUEEN: Mr. Chairman, Commissioner Sullivan, we'd be happy to get you additional information on this issue.

COMMISSIONER SULLIVAN: Well, that's one issue. The other question was, and one brought up by Ms. Lucero, will there be as a part of the bond issue reimbursement to the County for legal and professional service fees?

MR. MCQUEEN: Mr. Chairman, Commissioner Sullivan, yes, there will be.

COMMISSIONER SULLIVAN: Okay, and Mr. Ross, has this been worked out in this resolution or is that not a part of the resolution?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, I understand that it's not part of this resolution.

COMMISSIONER SULLIVAN: But it's in the verbal agreements? Or where is it?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, I guess it is verbal agreements.

COMMISSIONER SULLIVAN: Verbal agreements.

MR. MCQUEEN: Mr. Chairman, Commissioner Sullivan, it is specifically a line item in the Sources and Uses of funds from the bond proceeds.

COMMISSIONER SULLIVAN: Okay. In the resolution?

MR. MCQUEEN: I do not believe that it's in the inducement resolution, but as part of your materials, you're provided with some of the bond information.

COMMISSIONER SULLIVAN: Okay, we weren't provided with any material. Other than your picture book. We did get in our boxes the bond resolution.

MR. MCQUEEN: Within the picture book there is bond information. Page 33 of that book is entitled Sources and Uses of Funds, and there are two line items to reimburse the County for its expenses.

COMMISSIONER SULLIVAN: Okay, and how much are those?

MR. MCQUEEN: They total \$15,000.

COMMISSIONER SULLIVAN: \$15,000?

MR. MCQUEEN: That's correct.

COMMISSIONER SULLIVAN: Then in terms of the – the bond underwriters are from Colorado. Is that correct? Does this gentleman represent the bonding firm? Could you give me a little background on your experience in New Mexico?

RUSSELL CALDWELL: Yes, sir, I will. Our firm has purchased a number of bonds at public sale down here. This will be the first charter school financing. We've actually done 44 similar charter schools throughout the nation, mostly centered in Colorado, Texas, Pennsylvania and Illinois. I think as of this date, we're the leading charter school banker in the nation. We regularly apply to these charter school financing quite a bit of due diligence. We apply Standard & Poors investment grade standards. I have distributed to your finance staff and I think your outside financial advisors had access to that information. Basically, a structuring memo, information on how their growth plan over the next four or five years meet their debt service requirements intended to produce cash.

Initially the bonds would be sold in large denominations to credit investors only. However, we would expect in their third year, we state move from about 230 students now to about 350, that they would like many of the other ones that we have done, achieved a minimum investment grade rating. I would mention just given the general tone of some of the questions that while this may be new to you, it's becoming more commonplace throughout the nation for these financings to be done through the industrial revenue bond statute. Primarily, and this, Commissioner Sullivan, may answer your other question, school districts are direct issuers. Charter schools under existing statutes in Colorado, unless some attorneys correct me and I don't think they will, are not currently able to be direct issuers of any type of securities or revenue bonds, whatever. So they need a sponsoring 501(c)(3) charitable type of entity.

So the structure that we're proposing to use here has been mimicked in many states thus far. Actually, about 14 states. The other thing I would say is that I know no restriction as to why the Santa Fe School District under a similar structure could not use this. It would probably not need to use this though. So they are not locked out of using this structure in any way.

Lastly, we have spent about 30 months on this project, watching the charter school try to find a permanent home so its children are not turned out into the streets. We have spent quite a bit of time looking at various sites they have evaluated. Two or three dozen. And this project has somewhat more favorable credit characteristics in that the school has an operating history. The school has historic fund balances. It's audited through the school district. It has high test scores. It has good management practices. Your state Charter School Operating Act is seen as being a very solid piece of enabling legislation and moreover, we think they've solved our water problem. Now, we don't know that today based on the discussion. But moreover, in that they have been able to come up with some

donated land, which is substantial in terms of land value. Your land values are very high in this community. That means that this project, like many of the others that we have done, does not have an equity component. So it should move up in credit quality fairly quickly. I can provide a list of things we've underwritten down here, but this would be the first charter school.

COMMISSIONER SULLIVAN: Excuse me. What was your name?

MR. CALDWELL: I'm Russell Caldwell with Kirkpatrick Perris, and I'm senior vice president and I'm in charge of our education group.

COMMISSIONER SULLIVAN: Mr. Caldwell, the projects you mentioned in New Mexico, are there other projects in this area that you've done similar -

MR. CALDWELL: Actually, no. I'm in the education group. We have bought a number of bonds historically for public sale. You're a fairly large public sale state on the negotiated sale. I can provide that even today but I didn't bring that with me. I specialize in the educational sector. So we have not done this type of transaction in this community.

COMMISSIONER SULLIVAN: Or in New Mexico?

MR. CALDWELL: This would be the first one of this type in New Mexico.

COMMISSIONER SULLIVAN: In New Mexico. Okay. Then these bonds are paid off, am I correct, by revenue from the state of New Mexico? Per-pupil revenues?

MR. CALDWELL: There's a domination, yes. There's actually two major sources. They're per-pupil operating revenues and then the school additionally gets about \$600 per student in the near term for capital assistance. So they would plan on using that source of revenue as well.

COMMISSIONER SULLIVAN: Okay. So if again for any reason the state were to change its funding formula for charter schools, what would then happen?

MR. CALDWELL: It depends on whether it went up or down. Mr. Bucholtz will be doing the disclosure documents. It makes a number of disclosures. Basically, what would happen at the school level where funding went up or down, they would try to make budget adjustments sufficient to be able to continue to use their building, which they've got a land subsidy in. You have evidently not had an opportunity to look at their going forward plan over the next five years. Most public entities don't have a five-year budget. This one does. It has a very sophisticated budgeting process and they show their ability to not only handle their modest enrollment growth - they don't plan on growing real quick. They're basically serving students that are in the existing market. This is not a growth deal. This is serving the existing children deal. And they are able to not only handle their lease payments, set aside monies that are statutorily required for an emergency reserve, and have a fairly substantial fund balance. So that fund balance annually is about 25 percent of the bond payment. So in my analysis, the state could take away dollars and we would still be okay.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTROYA: Mr. Chairman, has anyone done an IRB in New Mexico? This type, for this purpose?

MR. MCQUEEN: Mr. Chairman, Commissioner Montoya, Dave, would you like to answer that?

DAVID BUCHHOLTZ: Mr. Chairman and members of the Board, my name is David Buchholtz. I am a New Mexico attorney. I'm with the law firm of Brownstein Hyatt & Farber. I've practiced finance law in the state for nearly 25 years. Among my clients, which I serve like Mr. Franklin are the City of Albuquerque, the County of San Juan and a number of other issuers throughout the state. I've also done a great deal of work in industrial revenue bonds. Today, in this matter, I am representing the underwriters from out of state.

This is the first IRB for a charter school.

COMMISSIONER MONTROYA: In New Mexico.

MR. BUCHHOLTZ: In New Mexico. Yes. But the mechanism that we are using as structure is based upon the use of the industrial revenue bond statute for private schools and schools of higher education. So for example, the city of Albuquerque has issued industrial revenue bonds for the benefit of the Albuquerque Academy. The City of Rio Rancho looked at a very similar structure for the New Mexico Highlands Foundation, for the Rio Rancho buildings that they have in Rio Rancho. Ultimately for federal tax purposes that deal didn't close but it was very similar to what we have here.

The Village of Los Ranchos has issued industrial revenue bonds for the benefit of the Bosque School, for the benefit of Sandia Preparatory Academy, and the City of Santa Fe in a college transaction just this year issued the third in a series of bonds for the College of Santa Fe. So the structure that we're using is new to the charter school experience and it does raise a number of interesting questions, many of which the Commissioners have addressed here this afternoon. But in terms of using industrial revenue bonds for school purposes with a structure that looks like this one, there is a strong history throughout the state over at least the last ten years.

COMMISSIONER MONTROYA: Okay. Mr. Chairman, regarding the potential funding mechanisms, there used to be the PSCCOC, the Public School Critical Capital Outlay Committee. Is that still in existence or is that now the PSFA?

MR. BUCHHOLTZ: I'd ask for Ms. Matthews' help on this, but my understanding is that the Critical Outlay Committee chaired by Secretary Jimenez is still in existence.

COMMISSIONER MONTROYA: It's still in existence?

MR. BUCHHOLTZ: Yes. And we have actually, although not for the last six months, I did discuss this structure with Secretary Jimenez very early on, who I represent in other matters, and while he's not up to speed or aware of exactly the details that we're here today on, he did indicate his understanding of what we were trying to do in this particular structure.

COMMISSIONER MONTROYA: Okay. So my question would be is there

potential funding then through the Santa Fe Public Schools to this charter, to the academy, through the PSCCOC process?

MR. BUCHHOLTZ: I think I'll either yield to Ms. Matthews or the principal of the school to answer that.

RUTH LEBLANC: Thank you, Mr. Chairman, members of the Commission. As was mentioned to you earlier, all charter schools now by a law that was passed during the last legislative session, must be in their authorizing district's facilities master plan, which our charter school was not, and had not been even though it had been in existence since January 2001. That was always the law, but this last legislation that was passed clarified that issue. In order for our school to get any money from PSCCOC we would first have to be in the facilities master plan which just recently happened a week or so ago.

This is not a process where we get in and we get money right away. The district has to look at our buildings. They have to rank our buildings, and our buildings are ranked against their other needs. So there are priorities. We possibly could get money but it would not be immediately. We have a time crunch right now. Our school is, as we said, has been there since January 2001. Our parents have exercised their right to make a choice in public education. They have chosen our school to send their students. Our school is educationally sound. For the last two years we have met No Child Left Behind requirements, being the only school serving grades nine through twelve in the Santa Fe Public School District that has done so for the last two years.

Now we are on a site owned by the City and our lease has been extended through May of 2006. We're on the site of the old parking lot of the Genoveva Chavez Community Center. It is our understanding that they have plans to expand and we need to get off of that site. We have no place to go. So if we have to wait for PSCCOC funds then we will not exist anymore. We have no land, we have approached the Santa Fe Public School District a number of times asking them for land to locate our portables. They have no land to give us. The charter school law does not require that they give us land. But that's the crunch that we're in now.

So yes, eventually we might be able to get some of that funding but it's not going to happen real soon.

COMMISSIONER MONTROYA: Okay. I'm sorry. Your name again?

MS. LEBLANC: My name is Ruth LeBlanc. I am the principal of the school. I've been there since November 2003. Prior to being at the charter school I worked for the State Department of Education in the unit that had oversight of all the charter schools in the state. So I am well acquainted with charter school law and the financing of charter schools.

COMMISSIONER MONTROYA: Okay. Thank you, Ms. LeBlanc. And I think the main reason that I brought that up is that the potential does exist beyond what you're requesting now for potential future funding through that process, through the PSCCOC process. I think what we're looking at here is an initial request, an initial

investment. Peter, this is for you, our counsel. What is the biggest drawback that could fall on the County if we were to approve this?

MR. FRANKLIN: Mr. Chairman, Commissioner Montoya, there is no – as a matter of law, the County is neither responsible nor can be responsible to pay debt service on the bonds. So there is no financial exposure to the County. If the project fails, if there is default on the bonds –I've provided Commissioner Sullivan with a memo. I don't know if all of you have seen it or not. But essentially it is there is some potential reputation risk to the County. I think it is possible that the school community, concerned citizens might put pressure on the County to help rectify the situation and there are probably limits to what the County can actually do to help under this industrial revenue bond statute and under the other restrictions that apply to the County.

So I think – I guess my sense is that if the County thinks the project is likely to be unsuccessful that's something to be concerned about from the standpoint that the County is giving an opportunity to this school and to the foundation to take on a project and there ought to be some sense of confidence that the project is likely to be successful.

COMMISSIONER MONTOYA: Okay. Thank you. And I think with that, Mr. Chairman, for your information, having the folks here doing this presentation, as a former school board member, we're always looking for potential – I was – for potential alternatives for education. I think it's a huge issue in this country at this point and at this time, and I think that this is certainly one that for the time, the period you've been involved in doing this you've certainly to me shown the commitment of making this succeed. The one thing that I've mentioned to people since I left the school board and gone into the County Commission, the only thing that we don't address in this realm is education and now we're actually getting the potential to address the issue of education and contribute in some way.

And Mr. Chairman, with that, I would move for approval of the request for the issuance of the IRB.

CHAIRMAN ANAYA: There's been a motion by Commissioner Montoya. Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Second by Commissioner Vigil. Any more discussion?

COMMISSIONER VIGIL: I have some questions, Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Thank you, and this is for our bond counsel or the appropriate responder on this. Does this school have a financial plan for paying back the debt?

MR. CALDWELL: Mr. Chairman, Madame Commissioner, yes, we have a five-year business plan. It's been provided to the County. It may not be in your packet. It shows a very modest enrollment growth, ability to pay its staff and teachers and have funds balances and extinguish its debt, and we believe that that plan, having looked at many of

these is one of the better ones that we have seen.

COMMISSIONER VIGIL: Okay. Next question. I think we got some agreement that the attorney and profession fees will be incurred on your behalf, that the County had underwritten. Is that correct?

MR. CALDWELL: Is that the question that was asked earlier?

COMMISSIONER VIGIL: Yes.

MR. CALDWELL: We have it in the – it's in our packet. It's in our bond budget. There's certainly no objections being provided for in the bond structure.

COMMISSIONER VIGIL: Okay. This is directly for Peter. Would you, for the record, state the liability on this project?

MR. FRANKLIN: Mr. Chairman, Commissioner Vigil, the County issues these bonds as conduit bonds. The bonds are payable solely from the revenues of the project. The County is not responsible for making payment of debt service on the bonds and has no liability for the debt service on the bonds.

COMMISSIONER VIGIL: Okay. Thank you. And I did read your memo. I think my next question may be going to the principal or perhaps members of the board. Could you tell me what your admissions policy is?

MS. LEBLANC: Our admissions policy is part of the New Mexico Charter Schools Act of 1999. We have an enrollment period in February in which that enrollment period is advertised in the *Santa Fe New Mexican* and other means. We bring brochures to all the elementary schools. This is for three weeks that parents can submit applications to our school. We always have an incoming seventh grade. We serve grades seven through twelve, and for any other openings that we may have in our grades. Our charter, as required by law, caps the number of students that we can serve, and it caps the number of students per grade. So we may have openings in the ninth grade; we may not. We may have openings in the eleventh grade. We always have openings in the seventh grade because that's our new grade.

Students get first preference that are continuing throughout the school. So we have this application process, and then if we have more applications than seats in our school in each grade, we have a lottery process, and that is at a public hearing. As applications come in we give an application a number and then we put that number aside for the grade. And that is at a public hearing, we draw those numbers. And parents that have applied are certainly there, and our governing council members are there.

And then, after we fill up our grades then we have a waiting list, and these students also get on our waiting list through this lottery process.

COMMISSIONER VIGIL: Okay. Is your admissions on a first come/first served basis?

MS. LEBLANC: No, it is not. It is on this lottery process.

COMMISSIONER VIGIL: Okay.

MS. LEBLANC: And the reason why, it is written in the charter school law, the New Mexico Charter Schools Act. In order for us to be eligible for any federal

charter funds we have to do a lottery process. I'd like to mention also that the majority of our students do come from Santa Fe County, but we have no boundaries, unlike a regular school in the Santa Fe Public School District. So we do have students that are within the city limits, but we have students that are in Rowe, in Pecos. And we have had students that come from Albuquerque.

So we have no boundaries, although the majority of our students are from Santa Fe proper and from Santa Fe County.

COMMISSIONER VIGIL: And what percentage is that? Do you know? What percentage of your students is from Santa Fe County?

MS. LEBLANC: I'd say about 95 percent.

COMMISSIONER VIGIL: Okay. Just wanted that clarified. Could you just describe your student population? How many males? How many females? How many minorities there are? Do you have that knowledge?

MS. LEBLANC: Yes, Mr. Chairman, Commissioner Vigil. We do. We keep track of that information. Our charter school has about 60 percent males and about 40 percent females. And that is the case throughout the state in most charter schools. There is normally more males than females. Our demographics as far as our ethnicity is not an exact mirror image of Santa Fe or Santa Fe County. We have about 43 percent Hispanic students and we have probably about 53, 54 percent Caucasian or Anglo. And then we do have some African-American students and a few Native American students.

So our main population is Anglo and Hispanic.

COMMISSIONER VIGIL: Thank you very much.

CHAIRMAN ANAYA: Thank you, Commissioner. Any more discussion? Commissioner Sullivan.

COMMISSIONER SULLIVAN: We talked about the payment of fees and costs to the County. So my first question on that to staff is is \$15,000 going to be sufficient for that? I assume that's a one-time payment to deal with the bonding. Is that going to be adequate?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, our primary counsel, Mr. Franklin, he may be able to answer that question. I wouldn't anticipate it hitting \$15,000.

MR. FRANKLIN: Mr. Chairman, Commissioner Sullivan, absent something really unexpected that should be more than sufficient.

COMMISSIONER SULLIVAN: Okay. And my next question was that the resolution does indicate that the County intends to enter into an agreement with the foundation, pursuant to which the foundation may be required to pay the County certain annual payments in lieu of ad valorem taxes levied on the property, which I assume is for the loss of tax revenue from the property, which would happen. And any such agreement shall be included in the lease to be entered into by the County and the foundation. Do you have an estimate of what that annual payment will be in your budget?

MR. BUCHHOLTZ: Mr. Chairman, Commissioner Sullivan, I think that

language in the inducement resolution is there as sort of a protective device. Our understanding is that if the foundation were not to undertake industrial revenue bonds it would still be free from taxation under the New Mexico constitution. So in effect, the bonds are not causing a change in the property tax base. If there were some change though, if we find that out later on, then I think that the arrangement would be to make the payments that otherwise would be due to the County. But I want to caution that I think that everyone's expectation is that bonds or not, property tax would not be due on this building because of the exemption for education facilities in the constitution.

COMMISSIONER SULLIVAN: Okay. I understand that the facility would not be taxable, but if the facility weren't located on this ten acres in Rancho Viejo, this ten acres in Rancho Viejo would become homes, which are taxable to the County. So there is a loss to the County, naturally, of tax revenue and Rancho Viejo is growing very rapidly in that regard, particularly as regards the area around IAIA. So could you perhaps explain a little further to me what this Section 6 means? Could somebody explain?

MR. BUCHHOLTZ: There may be other comments on this, Mr. Chairman, if I could. Your point is well taken, but again I would say if the foundation would choose to do this transaction without coming to the County for the benefit of industrial revenue bonds, I believe that the donation of the land from Rancho Viejo to the foundation would effectively take the property off the property tax rolls if the use was going to be educational. But I don't know if you want to add or comment on that?

LEE PITTARD: Mr. Chairman, Commissioner Sullivan, the land that we're speaking of actually was designated as a school site under the Community College Land Use Plan and was designated as a school site prior to us getting involved in it. There's a parcel of land that right now I think has a total acreage of about 100-plus acres that is right across from the IAIA that I think has been earmarked by Rancho Viejo for public use, for either school or church or other public use. We're the first actually of that parcel, to my understanding. Now, whether that has been previously dedicated to that, taken off, I don't know, but it was designated as a school site by your master plan.

COMMISSIONER SULLIVAN: Well, two points. One is that we have no knowledge of that because Rancho Viejo hasn't given us any master plan information. They come into the County one piece at a time, one unit at a time. So we have absolutely no clue as to what they might be planning to do until they come forward with it. Secondly, in terms of sites designated in the Community College District for school or potential school sites, those are subject to change. One of them was located right in the middle of Rancho Viejo and now has a number of homes on it and was deleted by Rancho Viejo at their request and with the approval of Santa Fe Public Schools.

So the fact that it's designated in a master plan as a school site doesn't necessarily mean that it is designated in perpetuity for that purpose and in fact that's already changed. There are no schools in the Community College District and so that will probably change more. I think when we look at a facility this size, we look at the traffic that it generates. We look at the emergency services, the fire services. We look at other County services that

we'll be asked to provide. I would think that there should be some payment in lieu of taxes for the County to provide those services. Otherwise, it's on the backs of the county taxpayers as a whole. Wouldn't that seem reasonable?

MR. CALDWELL: In normal circumstances, I think it would. Let me mention that one of the things that happens here as a charitable foundation that will take the land and then we potentially could do the industrial revenue bonds, there will be a thing they call a tax and regulatory agreement. And if this school in some way went out of existence and was not used for exempt purposes for this school or another 501(c)(3) type school or for the foundation's charitable purposes, then the property would immediately become taxable. So that's the eventuality down the road: it would become taxable. To the extent that the County should be paid a payment in lieu of taxes for a public school is a very large philosophical subject.

COMMISSIONER SULLIVAN: Mr. Caldwell, I'm just reading Section 6 of the resolution that we're discussing today and it says that the County intends to enter into an agreement with the foundation to do that. I'm hearing that the foundation doesn't intend to enter into an agreement with the County to do that. And so I'm wondering where the disconnect is here?

MR. CALDWELL: I'm not sure myself. I just want to make sure you understood that as long as we abide by exempt purposes we, in this transaction, the school and the foundation would avoid that in a general sense and it wouldn't be in the –

COMMISSIONER SULLIVAN: I understand that but in terms of the foundation and the school's inducement to the County, as it were, as opposed to the County's inducement to it, as it says in the resolution, it seems that it would be fair to the rest of the residents, the tax paying residents in the county that there should be some fair share for the services that the County provides. And this paragraph seems to address that. I'm not hearing that that's in the budget.

MR. BUCHHOLTZ: Mr. Chairman and Commissioner Sullivan, if I could again try to make a little clearer what we were saying before, it is the school's and the foundation's expectation as part of its agreements to speak to payment in lieu of taxes in the document. What we are saying is that – and as Mr. Caldwell just said – this structure is one way in which taxes are exempt but schools are also exempt from taxes. And what this is saying is that should the land be used for some other purpose that is not exempt later on down the road, and should the bonds still be in place, that there would then be a payment in lieu of taxes to recompense the County for what it otherwise would have collected. But, just like for a public school or if a charter school were not to use industrial revenue bonds, this land would be exempt from taxes for this purpose under our constitution.

So the purpose of the language is to say that notwithstanding an additional property tax abatement that might be available through the use of industrial revenue bonds, the school would not avail itself of that under circumstances where property tax would otherwise be payable. That language is typically made a lot more clear in the documents

that are presented to you when the bond ordinance actually comes before you several months from now.

COMMISSIONER SULLIVAN: Mr. Chairman, just one last – two questions on this. Mr. Ross, could you interpret that Section 6 to me, because I understand what's being said here and that is there will be no payment in lieu of taxes unless there's some default and it's taken over by a tax-paying entity. I'm not reading Section 6 that way. I'm reading Section 6 as to say that there will be, as a part of the lease between the foundation and the County, some agreed to, agreed upon payment in lieu of taxes. And I feel, personally that that's not unreasonable in a nominal amount but I'm not reading this the way Mr. Buchholtz is.

MR. ROSS: Well, Mr. Chairman, Commissioner Sullivan, maybe Peter ought to explain this paragraph. It does say may be required to pay. It isn't say shall be required to pay, in Section 6 in that first sentence.

MR. FRANKLIN: One moment please, Mr. Chairman, Commissioner Sullivan. I think I now have the correct Section 6 before me. Mr. Chairman and Commissioner Sullivan, I guess I would make two observations. This is standard language that one finds in taxable industrial revenue bond inducement resolutions. And as Mr. Buchholtz pointed out, it would not normally apply in a 501(c)(3) situation. I think the Commission could do a couple different things here. It could strike the language from the inducement resolution, or you could reasonably interpret it to say that in the event that the use of the property would otherwise be a taxable use or be a use subject to property taxes – let me back up half a step. That the charter school foundation and the County could enter into an agreement that would say that in the event that the use is converted into a use that would otherwise be subject to property taxation, that in that event, there would be a payment in lieu of taxes made to hold particularly the school district and the County as well potentially harmless from the loss of property taxes.

So I don't have a problem myself from a legal standpoint with leaving this language in place in this inducement resolution with the understanding that we are interpreting it as requiring that an agreement be put in place to deal with that eventuality that we're not expecting but that could arise where the property would – a change in use of the property that would expose it to property taxation.

COMMISSIONER SULLIVAN: Thank you, Mr. Chairman.

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

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Ms. Lucero, you had some comments earlier about concerns. Have they been addressed? Mr. Franklin, have the concerns of staff been addressed, do you think, in this discussion? Is there anything else you need to add at this point?

MR. FRANKLIN: Mr. Chairman, Commissioner Campos, I'd just like to

add one thing which Mr. Buchholtz mentioned just a minute ago. This is an inducement resolution. It does not actually bind the County to go through with the bond transaction. If other questions arise or if the proposal changes, the idea of this resolution is that the County is expressing its interest in the project and its intent to have the charter school foundation go forward and propose a bond resolution to the County some time down the road, some number of months down the road. When the transaction is ready to be publicly marketed, or privately placed, or whatever you guys are going to do.

So that should be understood by the Commissioners, that this is really the first step and it is not a binding first step. And I think with that in mind, I prefer Susan speak for herself on this, but I think, it's my general impression that staff's questions, such as they are so far have been addressed.

COMMISSIONER CAMPOS: Okay. Ms. Lucero, anything else you want to address?

COMMISSIONER VIGIL: And Mr. Chairman, Susan, would you also, when you're speaking to us let us know if this will include any administrative burden to your department.

MS. LUCERO: Mr. Chairman, Commissioners Campos and Vigil, I feel that the questions that I have had have for the most part been addressed and I think, based on the fact that this shows interest on the part of the County then we can proceed forward and address any additional issues such as administrative costs. My office as well as the legal office has incurred some small administrative burden at this point. So I'd just like that to be taken into consideration, and I will make some more inquiries with the school district regarding their five-year capital plan and so on and so forth. But at this point I feel comfortable with the information that was presented.

COMMISSIONER CAMPOS: Thank you.

CHAIRMAN ANAYA: Okay, and I just want to commend the people that worked hard to get to this point because I know there are a lot of teachers and parents who have worked very hard in getting here and I have a lot of confidence that this will go well and I do agree with Commissioner Montoya that it's not very often we get to talk about education for our kids. We get bogged down with our jail and this is a building for our children.

The motion to approve Resolution 2005-179 passed by unanimous [5-0] voice vote.

XIII. B. 2. Resolution No. 2005-180. A Resolution Requesting Authorization to Reimburse County for Funds it Intends to Advance for Capital Expenditures Related to Water Rights Purchases for the County

MS. LUCERO: Thank you, Mr. Chairman, members of the Board. This

resolution is a reimbursement resolution authorizing us to reimburse ourselves once the bond sales – our GOB 2005 sold actually this afternoon, but the funds won't be available to us until the first week of December and meanwhile we have some water right acquisitions we need to close on this week. And they will be to the tune of \$1.1 million. So we are requesting the reimbursement resolution so that we may advance those funds now and then reimburse the fund which will be the capital outlay fund, reimburse that fund once we get the bond proceeds in December.

CHAIRMAN ANAYA: Any questions?

COMMISSIONER MONTOYA: Mr. Chairman, move for approval.

CHAIRMAN ANAYA: There's a motion by Commissioner Montoya.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Second by Commissioner Vigil. Any more discussion?

The motion to approve Resolution 2005-180 passed by unanimous [5-0] voice vote.

XIII. B. 3. Resolution No. 2005-181. A Resolution Awarding the Santa Fe County General Obligation Bond Series 2005A to the Best Bidder (Public Works and Water Projects) [[Exhibit 2]

MS. LUCERO: Thank you, Mr. Chairman, members of the Board. Today, this morning, by 11:00 we had a lowest bid out of nine that were received on the \$20 million initial issue for our general obligation bond Series 2005. This \$20 million will go for road and water projects. It is the first series of the GO bonds that were authorized by the voters last November. We have two presenters here. We have our financial adviser, RBC Dane Rauscher who will give you a quick summary of the results of the bond sale, and then we have our bond counsel Peter Franklin to discuss the resolution that actually adopts the sale.

ERIC HARRIGAN: Good afternoon, Mr. Chairman. My name is Eric Harrigan. I'm with RBC Dane Rauscher in Albuquerque. I'm happy to present to the sale of the \$20 million general obligation bonds. To just give you a very quick history, back on October 17th we distributed the preliminary official statement or your disclosure document to investors and investment bankers around the country. In addition, we also published the sale in a national newspaper called the *Bond Buyer* to advertise the sale of the bonds, and we had very favorable results.

If you'd like to go to the next page, the summary of the transaction. The issue was for \$20 million. The maturity dates will go from 2006 to 2025. The average life of the transaction is approximately nine years and this is just a little bit longer than the refunding transaction that the County issued back in July. The underlying rating was AA-2, which is a very respectable rating. It is two notches from the highest possible rating from Moody's Investor Service. The

true interest cost was at approximately 4.24 percent, and the total cost to taxpayers from an interest standpoint is \$7.2 million with a total debt service repayment of \$27.2 million. The tax rate for this bond issue and subsequent bond issues will be approximately 1.866.

Going on to the following page, I don't know if we have it available or not. There's nothing in front of you because we only finalized this presentation right after the bids were taken at 11:00 today. But there were nine bidders. The winning bid was from Citigroup Global Markets and that ranged all the way down from a 4.24 percent to I believe a 4.35 percent. So it was a very competitive bid. Also I'd like to mention that for this issue size, getting nine bids is very, very good.

The following page which you won't be able to see just shows the coupons and the yields for which the bonds were sold at very favorable interest rates. Back in July of this year the County issued refunding bonds, if we could go to page 5 please, in the amount of \$8.49 million and that had a TIC of 3.64. Today's sale of \$20 million had a true interest cost of 4.24 with a slightly longer average life. Interest rates since July have risen somewhat considering the different economic pressures that the economy has in the United States has seen.

However, from a historical standpoint we are still quite near historical interest rates. The following page is simply the debt service schedule that the County will be paying.

The following pages if you want to look at the screen is just what we've shown. This is the on-line bidding system that the County has gone through. It's really a very nice, very efficient way of issuing the bonds in the public market. Again, the bidders were big names from all across the country, Merrill Lynch, Morgan Stanley, Bank of America. So everyone saw the quality of this credit and put in their bid. That is my presentation. I stand for any questions.

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

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner.

COMMISSIONER MONTOYA: This was a sale for what? \$7 million?

MR. HARRIGAN: 8.49.

COMMISSIONER MONTOYA: 8.49. So these are the ones that were originally going to be sold on October 11th?

MR. HARRIGAN: That was the sale that the County refunded.

COMMISSIONER MONTOYA: The one on October 11th?

MR. HARRIGAN: On July 11th.

COMMISSIONER MONTOYA: July 11th?

MR. HARRIGAN: Yes, that was backing May, the County refunded the Series 1997 bonds.

COMMISSIONER MONTOYA: Right. But I was told that on October 11th and 14th we were going to be selling these new bonds?

MR. HARRIGAN: That was the notice of the sale for the sale today.

COMMISSIONER MONTOYA: Okay. So which ones sold today. One was for seven and one was for 20. Is that correct.

MR. FRANKLIN: Mr. Chairman, Commissioner Montoya, on September 27th the Commission adopted a resolution authorizing a notice of sale which was to take place today for the \$20 million in new money bonds. The first series of the \$72.5 million that the voters approved last November, November 2004.

COMMISSIONER MONTOYA: A year ago.

MR. FRANKLIN: Correct. So the sale that was conducted this morning which Eric has just given you the results of was pursuant to the notice of sale authorized at the County Commission meeting on September 27th. So the sale that we've had today, that's the sale we're talking about. But the \$8,490,000, those were refunding bonds that were approved last summer and were closed last August. And those refunded the Series 1997 bonds I believe. So what we have here, Mr. Chairman and Commissioners, is the first \$20 million portion or tranche I guess is the fancy word for it, of the \$72.5 million that will ultimately be sold pursuant to that voter authorization.

COMMISSIONER MONTOYA: Okay. So then the dates of the 11th and 14th, what significance are they to this sale today?

MR. FRANKLIN: Those were just the notice – those were the dates that the notices were put in the – actually the date that the notice of sale went in the *New Mexican* was October 12th, and the date that it went in the *Bond Buyer* I believe was about a week after that.

COMMISSIONER MONTOYA: Okay. So how much time typically is there before we start receiving some of this revenue?

MR. FRANKLIN: Mr. Chairman, Commissioner Montoya, the bonds will close on December 6th and the entire \$20 million in funds will be available on that date.

COMMISSIONER MONTOYA: On December 6th.

MR. FRANKLIN: On December 6th.

COMMISSIONER MONTOYA: Eric and Peter, you know that it took every bit of restraint that I have to keep my self seated to finally say yes, it's about time that these things have been sold. We've been asking for these things over a year now and I'm glad that it's finally done. I'm sure that our Public Works director and all the other people that have been waiting for these for a long time are glad that it's finally done and I just want to commend you and thank you for getting this completed.

MR. FRANKLIN: Thank you.

CHAIRMAN ANAYA: Any other comments? Is there a motion?

COMMISSIONER SULLIVAN: Move for approval, Mr. Chairman.

CHAIRMAN ANAYA: Motion by Commissioner Sullivan. Is there a second?

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Second by Commissioner Vigil. Do you have a comment?

MR. FRANKLIN: Mr. Chairman and members of the Commission, if you'll allow me two minutes just to summarize the award resolution just for the record so that it's clear what you're actually approving. I covered a lot of it in my comments just now, but basically, this resolution, Resolution 2005-181, awards the bonds to the best bidder, which as

Eric stated was Citigroup Global Markets, Incorporated. You'll see on page 2 of the resolution what the actual bid received was, and essentially what Citigroup did was they bid interest rates in the far right hand column on these principal amount of bonds.

You'll see on page 6 the same table repeated and basically what you're doing there is awarding those bonds with those coupons, those interest rates, that is. You're authorizing those bonds to be sold to Citigroup Global Markets. Basically, the remainder of the resolution approves the details of the bonds. It specifies the form of the bonds. That's strictly so that we know what the bonds are supposed to look like. It requires that the proceeds of the bond be used only for the purposes specified in the bond resolution, which in other words is road-related public works projects and water projects. It directs that all taxable property in the county be levied with a property tax sufficient to pay debt service on the bonds. That was the mill rate that Eric was referring to. It authorizes officers of the County to take all actions necessary to complete the transactions, including signing closing documents and executing the bonds, and it covenants, in other words promises that the County will take the steps the steps necessary to keep interest on the bonds exempt from income tax under federal law. And that includes making sure that the bond proceeds are used for a governmental use and also for, as I think we've all been thinking about a little bit, spending the money within the three-year temporary period and investing it in a way that doesn't make the IRS unhappy with us. That's all I have, Mr. Chairman.

The motion to approve Resolution 2005-181 passed by unanimous [5-0] roll call vote with Commissioners Campos, Montoya, Sullivan, Vigil and Anaya all voting in favor.

XIII. C. Health & Human Services Department

1. Approve FY-2006 Memorandum of Agreement between Santa Fe County and St. Vincent

MR. GONZALEZ: Mr. Chairman, members of the Commission, I distributed to you earlier a redline version of the proposed amendment MOU. [Exhibit 3] Basically, the changes that are in there were all previously discussed and voted upon by the Commission. Highlights were inclusion of the paragraph setting the funding level for the next MOA at the current funding level. The dollar amounts that were included in the MOA were those that you previously approved. This MOA does eliminate the PRC because that whole process really hasn't worked for the last couple of years in terms of trying to move the MOA forward, so in a sense, we're streamlining the process. Those are the only changes to the existing MOA that's before you.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER MONTOYA: So moved.

CHAIRMAN ANAYA: There's a motion by Commissioner Montoya.

COMMISSIONER VIGIL: Second.

CHAIRMAN ANAYA: Second by Commissioner Vigil. Any more discussion?
Commissioner Sullivan.

COMMISSIONER SULLIVAN: Gerald, on page 6, I hadn't seen this before or it hadn't been discussed to my knowledge. We're reducing or eliminating, rather, the authorization for the expenditures that the MOA team had. We had a problem a couple of years ago with rather sizable amounts being shifted from line item to line item without the Commission's knowledge. I mean sizable amounts, to the point where it was felt that this was changing the actual intent of what the original MOA was. And so a \$10,000 cap was included on that. And now I see that that's being taken out. Could you comment on that?

MR. GONZALEZ: Mr. Chairman, I think the mechanism that has been used for making those changes was the PRC and since we've eliminated that process that mechanism goes away. So if there are to be any changes to the way it's set out here we actually have to come back to the Commission and get your approval.

COMMISSIONER SULLIVAN: How does that work? Explain to me again what the MOA team is. What it consists of?

MR. GONZALEZ: The MOA team is at this point the County Commission and the authorized authority at the hospital who can sign the agreement. What I'm saying is that if there were to be any changes or movement of line items or anything else, and I guess I misspoke. I didn't mean MOA team; I meant the PRC. The PRC had previously been approving those changes in accordance with the way the old agreement was drafted but since we've eliminated the PRC, any changes in what you see before you would have to come back before the board and presumably also be approved by the authority at the hospital.

COMMISSIONER SULLIVAN: And where does it say that?

MR. GONZALEZ: It just says by virtue of the fact that there is no longer a PRC. I think the PRC previously had had, and that's why we put in the language. It had the authority in the prior version to be able to approve movement of monies among different line items.

COMMISSIONER SULLIVAN: This says the MOA team will be appointed by the Santa Fe County Manager and St. Vincent Hospital with two members from the County and two from the hospital, and as I read this now, they're authorized to expend funds that have been designated or award and expend funds within existing categories. Before it said up to \$10,000. And I don't think anything else has been changed in this paragraph. This is page 5, paragraph 8. I think that the paragraph deleting the PRC starts on page 3 and goes to page 4, and that's where the PRC is deleted. So I'm wondering still, it doesn't look like the MOA team has changed.

MR. GONZALEZ: Oh, I see what you're saying. I have no problem with keeping that language in there if you want to approve it retaining that.

COMMISSIONER SULLIVAN: I'm not sure whether I want to keep it or take it out. I'm trying to figure out why it was in there in the first place and why it was taken out here.

MR. GONZALEZ: I wasn't here when that language was originally conceived and drafted. Not the \$10,000 limitation but the prior language.

COMMISSIONER SULLIVAN: So I guess then the question is why, at whose request did we take it out?

MR. GONZALEZ: That I'm not sure.

MS. BEARDSLEY: Mr. Chairman, Commissioners, let me take a stab at this. I was originally at St. Vincent Hospital when this MOA was implemented and there used to be two levels. There was an MOA team which consisted of Steve Shepherd, I believe it was the finance manager from here and it was Bonnie White and Arturo Gonzales from St. Vincent Hospital. And then they used to meet and then the PRC had ultimate approval for any of the major changes that were going to be made. So I believe what happened now is because they're pulling out the PRC and they're leaving the MOA team in place, they're going ahead and removing that \$10,000 cap because they will be making all the decisions and there won't be another higher level.

COMMISSIONER VIGIL: They will be making all the recommendations.

MS. BEARDSLEY: They'll be making all the recommendations. Yes.

COMMISSIONER SULLIVAN: Okay, I think that does ring a bell, because what we had problems with was there were minor adjustments that you couldn't get the PRC together. It was so hard to get them together and we couldn't even get these minor \$5 adjustments made and so we gave the MOA team the authority to make the minor adjustments up to \$10,000 and then the adjustments beyond that, the awards were made by the PRC. Does that sound right?

MS. BEARDSLEY: Mr. Chairman, Commissioner, I believe that's correct.
Yes.

COMMISSIONER SULLIVAN: Okay. So I guess -

MS. BEARDSLEY: Because the PRC has not had an opportunity to meet in quite a while, so a lot of these projects have come to a standstill. So as I said, now that the PRC is being removed from the process it's going back to being the MOA team so they'll have - they'll be able to make recommendations for all dollar amounts, not just up to \$10,000.

COMMISSIONER SULLIVAN: So it sounds like that makes sense to delete the \$10,000.

COMMISSIONER VIGIL: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: With regard to the Health Policy and Planning Commission's recommendations to look at this funding mechanism, are they actually evaluating this agreement and will their recommendations - will they be in the loop in the process of these recommendations?

MS. BEARDSLEY: Mr. Chairman, Commissioner Vigil, the Health Policy and Planning Commission have been involved in looking at the MOA over the last few years. They are starting to get more involved as you are looking to them for recommendations to this body, and so they have already started to make some recommendations for process changes as well as

some of the programs that are granted awards through the MOA. As a matter of fact, two weeks ago they did hear presentations from I believe three organizations in the community that are looking to get money from the MOA as it currently stands. So yes, they are starting to get more involved.

COMMISSIONER VIGIL: So who are the current appointees from Santa Fe County for this MOA team and for St. Vincent's?

MS. BEARDSLEY: The MOA team appointees? Mr. Chairman, Commissioner Vigil, I'm not sure that those have been appointed yet. I believe they're at the discretion of the County Manager and Alex Valdez from St. Vincent Hospital. My guess is that they would include Steve Shepherd, who is the director of Health and Human Services for Santa Fe County, and Bonnie White for St. Vincent Hospital, who is in charge of their finances, but I'm not sure who the other players would be.

MR. GONZALEZ: Mr. Chairman, Commissioner Vigil, we've also had Steve Ross and Susan Lucero from Finance in addition to myself.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER SULLIVAN: Move for approval.

CHAIRMAN ANAYA: Second?

COMMISSIONER MONTOYA: Second.

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

The motion to approve the FY-2006 MOA with St. Vincent Hospital passed by unanimous [5-0] voice vote.

XIII. D. Projects & Facilities Management

1. Presentation and Recommendation to the Board of County Commissioners Regarding the Thornton Ranch Open Space Management Process (Projects and Facilities Management Department)

CHAIRMAN ANAYA: Paul, how long is this going to take?

PAUL OLAFSON (Open Space Director): Approximately five, ten minutes.

CHAIRMAN ANAYA: Okay.

MR. OLAFSON: Mr. Chairman, Commissioners, we're presenting a day with a draft management plan report for the Thornton Ranch property. This is an open space property near Galisteo and Lamy. It's approximately 1600 acres. We've been working with Design Workshop to develop this management plan and so far we've examined different access options and the level and intensities of uses. We're here to present what our findings have been to date and then also request direction from the Board to continue with the planning process to get a final design and final cost so that we can then start getting this project running and figuring out the best way to manage it.

CHAIRMAN ANAYA: Are you talking about purchasing this property or have we already purchased it?

MR. OLAFSON: Mr. Chairman, we've already purchased this.

CHAIRMAN ANAYA: So you're going to tell us what you have been doing and you want direction from us whether to continue doing that or change direction.

MR. OLAFSON: Correct. To give you an idea of where we're going and also what it's going to mean. And also just to briefly point out, the County Open Land and Trails Advisory Committee, COLTPAC, did review the report and recommended adoption of the report and continuation of the planning process.

CHAIRMAN ANAYA: Okay. And who are your assistants?

MR. OLAFSON: I'd like to introduce, this is Faith Okuma with Design Workshop and Jenny Baer with Design Workshop. And I'm going to turn it over to them to give the presentation and just also, in your packet, there's a black and white copy of this report and I can pass this around so you can just see some of the great pictures now.

CHAIRMAN ANAYA: Are they color? I like color pictures. Thank you.

FAITH OKUMA: Good afternoon, Mr. Chairman and Commissioners. Thank you very much for entertaining us for about ten minutes here to go quickly through our process. The County of Santa Fe hired Design Workshop to help to do some preliminary planning on the project. As you know, the far board there is the context board and this property is just west of Galisteo. It's that parcel there, the lower portion there, right next to the Thornton Ranch property, to the south, just south of Lamy and Eldorado. It is your largest open space piece of property. It's approximately 1400 acres and it includes three separate land parcels that you bought at one time or another.

We were in this process fairly early. You are still as a County doing your preliminary investigations on the archeological side and from the environmental side. For this piece of property the archeological was done through a donation of services by Professor James Sneed who has undertaken for the last two summers to do the preliminary investigation.

When we started this process though we actually had only the data for the first summer's work. The scattered dots that you see there in the preliminary archeological study are the sites that we know of so far. The actual content of them will have to be discovered as needed. But it means that we are still are waiting for data to come in. So this process was not able to do a real design. What was important though is that this site has quite a few values that you bought it for. One was the archeological resources. The Petroglyph Hill, which is the largest area is a very large cluster of archeological finds. It was selected for that by the County and also because of the incredible views it has of the Galisteo Basin.

So this study was intended to look at some of the community issues that could result from different desires for the property, to begin to scope out what might be some of the implications for different management strategies and what that might mean as far as time and money to the County. They are very, very preliminary. They will change based on design but our intent in scope was to help to develop that discussion with the community and to clarify what the issues will be that that future plan really has to look forward to.

One of the first things we did was we sat down with the County and also with a series of experts from a lot of agencies who have similar lands to yours to begin to scope out what are the issues that are important about this land. One of the first things really was to have a discussion about what are the phases perhaps or options for opening this land. So we discussed with them five different ways that this site might be able to be used by the public. One is if, and we don't think it's true right now, based on preliminary data, if the archeology ended up being of such a quality that it was very, very dense throughout the property. Because you are an entity of the state you have to do a full archeological study of the property before you can open it to the public. And if it was of such a condition that it was extremely difficult to open without losing the value of the archeology, one of the strategies that had to be looked at is that would be held in a preservation status as opposed to active use. Right now you are in that status as you're doing this discovery.

The second one would be that perhaps you open it up to supervised uses so that maybe educational groups and other interested groups could come in groups to see this site. It entails management and supervision by staff. It entails having to create decent programs, but that's another way should archeology become more difficult to manage.

A fourth option was really partially supervised and partially opened. And we think perhaps from our initial phase that that might be the strategy for this site. Where the heavy cluster is, the issue with archeology, it is one of the few values that we can literally lose just by having people there. All of us have to kind of raise our hand and say have you ever picked up something off the land that you knew was old. Those little activities really take away the archeology and so in high cluster areas a strategy could be to have those be under more supervised access and the other portions of the site be designed for more open access.

And then if the County chose to you could also do full access. The issue with full access is wherever that happens you would have to mitigate for the archeology in those areas. And some of those mitigations look a little bit like what has happened on the City site right now, long negotiations that have to happen with a whole lot of different parties.

A fifth option that we looked on a global conceptual level was if it rose to a management level, would there be a possibility of partner long-term management with the site. So these were just very global. They're part of a planning exercise to say what are the opportunities out there long term.

Right now we see this more as a possible time line scenario of how the property could be managed. What we did then is that those experts that are used to developing these kinds of lands, we began to do some very quick, early analysis of the types of investments of people and money and time that you have to do. So we did two on archeology and one on environment. And you can tell the five scenarios are in the bars along there and you can see as the site is more open the longer it will take to get it ready to prepare it for opening and also the longer it takes to prepare the plan for opening.

We needed to have that discussion because there were a number of people who actually felt that the site could be opened tomorrow and part of the community discussion is to review with them what's the realistic time line so that we don't set up misunderstandings about time

lines and money from the beginning.

With that, we went out with the same presentation to the public in two public formats and also at one other COLTPAC members took it to a separate committee that we were not able to be part of, so it's been presented three times. From that we collected about 70 written surveys about what people hoped could happen on this site and this was in the future where we think some of the issue and the real design struggles will come. We've had things that were meant to be inflammatory like it should become a place to shoot all the prairie dogs in the county, to preservation, to trails, to bike trails, to horse camping. So it's a wide range. But what was great about this discussion is that most people realize that not all of those activities could happen all over the site. Not always is that true.

So I think we came through that process with three major observations that are in your executive summary on the first page of your report. What these are are items that we feel that the future planning of the actual design will have to be very cognizant of. One, the first recommendation is that the archeology is the one resource in this site that cannot be replicated. Once we lose it we lose our history. So we feel that management of this site needs to be very, very careful on ways to manage not to lose that site. And actually human contact is one of the things that can damage it so we have to be careful about how that interface happens. It's an incredible teaching opportunity.

Also, we think that the design has to pay attention to where activities and trails go. We recommend highly that this should be on avoidance basis, which means that trails, activities all be placed in places between those dots that you saw on that archeology study. Another huge one is what we don't realize is archeology is sometimes patterns in the ground, like old farming furrows that actually show up in archeological finds. And those kinds of things actually get degraded quite a bit by trails. So we recommend a very intense review of how trails are designed because in particular bike trails and horse trails can be extremely damaging and even pedestrian trails can be damaging if they're incorrectly designed.

There is, I think in the community through this discussion an acknowledgement that not all areas may be fully open and we think that this plan will need to consider areas with high archeological clusters. What we saw though from the public process is that there's a wide diversity of what people hope for that land, from doing trails to ???skeet shooting, which is actually prohibited on your properties, but with that was also already a lot of feeling in the community of feelings that people will not hear each. So it's very important that the next step be very outward reaching, that it go very deeply into all the groups and ask them to come forward to create the management plan for perhaps their interest area. Like horsemen perhaps should really be the drivers for developing management plans for how to keep horses from degrading their areas.

And so we think that that type of outreach, which is more costly and time consuming is very necessary for this site. C was operation and management kind of observations. One is that right now we observe that the long-term operations mechanism is not as good as it might be for this property and actually for all your open spaces. And we recommend that in the future, perhaps that the County will look at a more sustainable mechanism for operating these open

spaces. The other thing for cost and time is that really this process does need to be given time. Just the studies alone need another full year, probably, to be finished, and then the sign process is probably another year after that. So it takes some time for this kind of property to come forward.

And the last one is if you should look at state and federal funds as ancillary funding sources, on these kinds of properties it is very important to pay attention to the small type in the agreements because they often do come with requirements to submit development plans for the future, operation plans, and they're not necessarily bad but you just need to be aware that you signed onto those processes because they do have impacts on your and operations costs.

This is a great piece of property. The Commission and the County should be very, very proud to own this piece of land and we're grateful to be on your staff to help.

CHAIRMAN ANAYA: Thank you. Any comments or suggestions from the Commission? I want to thank you for coming forward and giving us this presentation. All of those items that you have listed are very important and I'm glad to see that you're including the public on your decisions and I feel that you should continue with what you've already started and move forward. Commissioner Campos.

COMMISSIONER CAMPOS: A question for Mr. Olafson. It looks like there's going to be a lot of management, a lot of planning, a lot of money involved. What are resources? Where do you think these resources might be coming from?

MR. OLAFSON: Mr. Chairman, Commissioner Campos, I believe we have the capital resources to do the work through our GRT and our bond remainders. However, I think the O&M that Faith touched on is going to be the trick. Part of this planning process will help us get a much better handle on that and also possibly mitigate some of that. As Faith was mentioning, if we can draw on say the New Mexico Back Country Horsemen as a steward group. If we can develop another steward group like we have in Cerrillos Hills. It is very active and very engaged in the daily operations of the park. That would dramatically benefit us. And if we designed the facility to be something that we can manage or that we can generate funding to manage instead of building the Taj Majal, we'll build a double-wide that can be expanded.

I think we can design to what we are able to do and then also phase in future operations as funding may become available in the future.

COMMISSIONER CAMPOS: You're time line right now?

MR. OLAFSON: I think Faith just mentioned were on to about two years to look at getting something on the ground. The largest thing is to – because we're a public agency we have to do all the archeological research and that entails a huge amount of field time. We've been very lucky to have the James Sneed group out there because they're doing \$60,000 or \$80,000 of work for free, basically. But, because of the class schedules, etc., it's spaced over three years. So I think within two years we can be back here and possibly even have a facility open and functioning at some point, at some level.

COMMISSIONER CAMPOS: In about two years?

MR. OLAFSON: That's a very rough guess, but I think that's possible.

CHAIRMAN ANAYA: What did the COLTPAC recommend?

MR. OLAFSON: COLTPAC recommended adoption of the plan and directing staff to continue with the planning process. And that will entail amendment to the contract that we currently have with Design Workshop to then expand our activities to go into a full final design. And that will be brought back to you. We're not asking for money today; we're just asking for direction to keep moving on the process.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: I guess I want to make one observation, Mr. Chairman. I was noticing on the trail uses, the public surveys of the trail uses, there were I guess on the average high, 70 percent or so interest in hiking and 30-some percent mountain biking and 50-some percent for horse use. Of course I guess that's the average if you go to the high country trail riders, their recommendation was 85 percent for horse usage. So they may have had a specific axe to grind there. But the only comment on trail usage is – and I found this out when we developed the Dale Ball trail, is that you can't designate what they're for, particularly between mountain biking and hiking. The mountain bikes are just there. And on the Dale Ball Trails they're there to the tune of about two to one or three to one over hikers. And those trails are very narrow because they're up in the foothills and so it's quite an imposition and quite difficult to hike those trails and enjoy the scenery when you're having to step aside for mountain bikes about every three or four or five minutes.

So I'm not quite sure how you plan to handle that but I don't think they're mutually exclusive but tell me if you have a magic solution to that.

MS. OKUMA: You're right, Commissioner. There is no magic solution. The best that it can happen is really careful design. One of the things is actually engaging those groups to say what makes a trail unattractive to you. What are the things that kind of prohibit you from using these kinds of trails well. And you actually design to those things. One of the things we just heard is that for most recreational mountain bikes is they really don't like the trails with a lot of big rocks in them. One of the nice things about being out there, there's a lot of big rocks out there. And so you can actually design portions to try to reduce that use. But you're absolutely right. There's no way to absolutely prohibit it, but you can make it much more unwelcoming for certain types of activity.

COMMISSIONER SULLIVAN: Well, the Dale Ball Trail, some of them are pretty steep, sections of them, and it's not that the mountain bikers aren't respectful and they're not making a lot of noise. I didn't find it disruptive in that regard, I just found it disruptive in that there's only room for either you or them. When they're coming down the hill at 20 miles an hour it's them. And you're going up the hill at two miles at hour, it's them. And so I think so more thought is needed to that. I think maybe you put up a sign that says no mountain bikes on this trail. Or maybe you put up a sign and say this trail is especially designed for mountain bikers. You can walk it if you want but bear in mind that mountain bikers may be using it as well. I just found that it was a pretty significant degradation of the quality of the hike was to be dealing with this large number of mountain bikers. And people feel the same way about horses too, and even more so perhaps because at least you don't have to step around the leavings of the mountain bikers.

I think a lot of attention needs to go there. I appreciate what you're saying about the archeological aspects and wanting to avoid those, not just potsherds but indentations in the earth and so forth. But I'm hoping that you can hone down your recommendations over time on how we're really going to address that category of use. That's all I have, Mr. Chairman.

CHAIRMAN ANAYA: Horses don't come down the hill at 20 miles an hour.

MR. OLAFSON: And the same could be said that horses don't like to be around bikes and people. So I think that's all part and parcel of our design and our process to figure out, and as Faith was mentioning, get with the horse people, get with the bike people and find, is there a way to segregate. Here's the bike path, here's the horse path, here's the people path. Sometimes they're in the same place; sometimes they're different and that's something we just have to look at and we'll definitely do that.

And Mr. Chairman, just briefly before you make a motion, I just also wanted to mention, there were a couple of minor typographical errors that we would like to correct and if you make a motion to adopt the plan with the errors corrected.

CHAIRMAN ANAYA: Okay. What's the pleasure of the Board?

COMMISSIONER SULLIVAN: Is this an action item? I just saw presentation.

CHAIRMAN ANAYA: Presentation and recommendation to the Board.

COMMISSIONER SULLIVAN: Recommendation to the Board I guess.

MR. OLAFSON: Recommendation to the Board to adopt. COLTPAC recommended to the Board to adopt the report.

CHAIRMAN ANAYA: So you need a motion to adopt.

MR. OLAFSON: Correct.

CHAIRMAN ANAYA: Is there a motion?

COMMISSIONER VIGIL: So moved.

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

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: We have a motion and a second to adopt this with the changes that Paul's going to change. Any more discussion?

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: I'm going to abstain. I didn't read this item as being an adoption. If I had I would have read the report more thoroughly and made more detailed comments. So at this point I'm not ready to adopt it. If the Board is, fine, but I'll just abstain.

The motion to adopt the management process passed by unanimous [4-0] voice vote with Commissioner Sullivan abstaining.

CHAIRMAN ANAYA: Thank you all very much for your presentation and we look forward to seeing the finished product.

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

XIII. E. Water Resources Department

1. Request for Utility Water Rate Adjustment for the County Jail Facility

STEPHEN WUST (Water Resources Director): Mr. Chairman, Commissioners, we have three items on the agenda. The first one is the water rate structure for the jail. It's a pretty simple one but let me give you a little bit of background on how this came about. When the Commission approved a new rate structure for our water utility and wastewater utility, it was an inclining rate structure and that is the amount per thousand gallons that you pay goes up as you use more. At that time there was a discussion about high government water users and we were requested to look at a general policy to deal with that. We came back in front of the Commission with some suggestions. The Commission at that time decided they didn't want a blanket policy at that but at that time said if there's a case by case basis that someone wanted to come forward with a proposal that the Board would consider that. And this is the first of that.

At the same time, what's happened of course is that the County has taken over the adult corrections facility. That is, by the way, one of our two largest water users for our utility. And it's a County facility now. So we're very well aware that the general fund contribution to the jail is pretty steep and we're all looking for ways to assist in terms of helping the taxpayers, in terms of the jail expenses.

So the proposal before you is basically to say that for the adult corrections facility that the only usage rate that they will pay is the basic one – \$5.32 per thousand so it won't be inclining. I will add onto that, the whole idea of the inclining rate structure is to provide an incentive for entities or individuals to conserve water. And I've already had some discussions with Greg Parrish who's here today also in support of this and they're actually already moving on saving water at the jail. They've discovered in a walk-through that there are a lot of leaks in the pipes and they're working on fixing those right away. As time goes along I'll be discussing with Greg about different water conservation techniques and devices that may be implemented there.

So it seems not necessary to provide an inclining rate structure to provide an incentive for the Corrections Department to look at water conservation when they're already moving in that direction, and it is a County facility and it's being funded through general fund. We can't, by the way, just say, well, we'll just let them use it for free because we, the utilities and the Water Resources Department, we're an enterprise fund, which means we have to pay our own way. So we definitely have to charge them.

And by the way, the usage charge wouldn't be the only fee. Everyone pays a service charge or a meter charge, whatever you want to call it. For the jail, it's about \$21,000 for a year of that. So that will get paid anyway, the basic water usage rate would get paid, \$5.32 per thousand, but that's for any water usage. So the proposal is that we're asking the Commission to consider for adoption is to not have an inclining rate, an increasing rate for the jail facility.

CHAIRMAN ANAYA: Any questions, or is there a motion?

COMMISSIONER CAMPOS: Mr. Chairman, a question.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Dr. Wust, it seems, my preference is to treat everybody about the same, all things being equal. We're treating ourselves better, perhaps, than others. This is a precedent for anybody to come in and say, okay, treat us better too. What's the criteria when someone else comes in and requests special treatment?

DR. WUST: Mr. Chairman, Commissioner Campos, the difference is that the folks paying for the jail charges here are county taxpayers. And when we're looking at a lot of other facilities they are individual homeowners - I don't believe we can do this legally for an individual homeowner anyway because we're providing a monetary advantage to individuals or private entities. So it's not so much saying we're treating ourselves better as much as we're saying that first off, we do know the jail facility really has some budgetary issues that affect all the taxpayers in the county and it would be helpful to find ways to alleviate that in some sense for our taxpayers. The other reason is, as I mentioned, the inclining rate was the only incentive we have to encourage users not under our control to try to conserve water by providing a different rate structure as a negative incentive. They pay more money.

But with a County facility, since they are under our control, that is the County's control, that incentive is not as necessary. It's kind of two reasons there that we looked at this.

COMMISSIONER CAMPOS: Basically, you're taking something from - you're relieving their budget and kind of burdening your budget. Is that fair?

DR. WUST: Mr. Chairman, Commissioner Campos, when we put our rate structure together we did not know first off, what the Commission would agree to in terms of an inclining rate, and secondly, when you put in an inclining rate it changes people's water use habits. So we did not include that inclining rate as part of our revenue estimations. So it's not injuring our budget in any way. The one place it would affect our budget is that any extra money that we're getting because of the inclining rate we're going to try to use to help actually County facilities improve their water situation. For example, we looked at County housing in terms of installing water conservation fixtures. So that money actually would be going back to County facilities to improve water conservation and low water use.

COMMISSIONER CAMPOS: Does the jail have a plan to be more efficient with water use?

DR. WUST: Mr. Chairman, I'll let Mr. Parrish address that.

COMMISSIONER CAMPOS: Repairing leaky faucets.

GREG PARRISH (Corrections Department Director): Mr. Chairman, Commissioner Campos, right now we've been operating the jail for two weeks and we've identified some serious problems with the showers and other things. We want to correct, stop the leaks now, so to speak, and then we want to develop a plan. We don't have a plan developed right now to go to low-flush toilets or showers that would save. That's something we will definitely work with Steve's department to address. And he's also just highlighted the fact that some of his funding is available for that so that's something we will definitely look into. But I can't say we have a plan to replace so many at this time or so many within the next six months. We haven't reached that point yet. Right now we're just trying to curtail some of the

leaks and things that we've identified that can be addressed immediately.

COMMISSIONER CAMPOS: Mr. Chairman, I have a question for our Manager if that's okay.

CHAIRMAN ANAYA: Go ahead.

COMMISSIONER CAMPOS: Mr. Gonzalez, what do you think of this idea? It's just shifting the burden from one agency to another, I think, inside the government. The taxpayer sees no benefit.

MR. GONZALEZ: Mr. Chairman, Commissioners, I think I would probably defer to the judgment of the utilities director that this is a step that we would want to entertain, at least as a tentative first step. It's not one that can't be undone if it doesn't work.

CHAIRMAN ANAYA: Any other comments? Commissioner Sullivan.

COMMISSIONER SULLIVAN: Mr. Chairman, I just see this as robbing Peter to pay Paul. I just don't see - if we were going to gain some revenue by doing it. But all we're doing is shifting one revenue from one department to the other. We're paying for the revenue out of the general fund to run the jail and we're paying for water services and water rights out of general fund. I just can't see - this is the same exact request that the state penitentiary asked us to consider and we turned them down. They brought forward the same reasons that essentially their water use is fairly constant. They can't conserve more than they can conserve. Their structure is rigid in what they have to do. They don't really have conservation alternatives available to them.

So we're just - and we decided not to change the water rights for the pen. Excuse me, it wasn't the pen, it was the National Guard, wasn't it?

DR. WUST: Mr. Chairman, Commissioner Sullivan, technically it was the Department of Military Affairs which serves the National Guard, Emergency Management Center and the Training Center.

COMMISSIONER SULLIVAN: So it was basically the same institutional kind of high-user request that they had. So it seems like if we do this, we ought logically to reconsider giving them a break as well. What's good for the goose is good for the gander.

CHAIRMAN ANAYA: Thank you, Commissioner. Commissioner Vigil.

COMMISSIONER VIGIL: I think there is a clear distinction. We're dealing with a sole entity within the County and taxpayer dollars. And when we're dealing with the Department of Military Affairs we're dealing with two government entities but they're separate. So I see a distinction. But Steve, is there a cost benefit to doing this?

DR. WUST: Mr. Chairman, Commissioner Vigil, I'm not quite sure what you mean. There's a lot to my department but it's not coming out of base rate, so we're not losing money but we're not gaining revenue we could be gaining. That's probably the best way to say it. So if you want to say there's a cost, that would be it. And it would also make fewer dollars available for, if we can implement this plan, to upgrade County facilities in terms of water conservation. So there would be a loss of potential revenue.

COMMISSIONER VIGIL: So the cost benefit would be to the budget of the jail.

DR. WUST: The cost benefit would certainly be to the general fund, budget of the jail.

COMMISSIONER VIGIL: Okay.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Mr. Chairman, I guess I saw this the same way that Commissioners Campos and Sullivan have described. I guess if we're looking at expanding the role of the County utility - the first question that popped into my mind is what happens to the expansion of staff that you proposed with this? Weren't there three new positions that you wanted to add?

DR. WUST: Mr. Chairman, Commissioner Montoya, yes. In fact we've advertised those and we're about to hire the first. That was based on revenue projections without the inclining rate, because again, we didn't know what was going to be approved when we had to calculate all this, and also we know people's water habits change and so the amount of revenue would decrease. Now there's sufficient - we're looking at a couple of the positions, in order to get some higher quality people may have to offer more money than we thought originally. But we have sufficient revenues coming in with the inclining rate structures from our other high water users that the jail alone isn't making a difference in that.

COMMISSIONER MONTOYA: So long term though, what's this going to do in terms of budget projections beyond where we're at? Are we going to be able to expand our water system or our utility?

DR. WUST: Mr. Chairman, Commissioner Montoya, long term, what we look at is we are not using the inclining rate part as part of our future projections, because again, that changes. Even the jail, if you just left the current rate structure in place and Mr. Parrish has already stated there, they're looking at fixing leaks in pipes and they're going to fix a lot of their system, so their water use is going to go down anyway. So that would cause a decrease in our extra amount from the inclining rate and so we don't use that part in looking at our future projections.

And the City does the same thing from what I can gather. We need to just say, what are our revenue projections from our base rate - our service charge and our \$5.32 per thousand. Because the inclining rate can change. And so we don't want to make a commitment to dollars that may not be there. And that's why we're looking at if they do come in, then that's an extra amount of dollars, we can look at things like maybe hiring somebody at a little higher salary that we couldn't have gotten otherwise, or assisting County housing with fixing some of the County-owned facilities, helping fix the water fixtures. We can do things with that money because it's not part of our base revenue stream that we're anticipating in terms of what we're spending and bringing in.

When the system expands, generally the biggest expansion in revenue is from all the new customers. So if we were to expand the system, either by extending our lines or acquiring another water system, we'd have an immediate increase in the number of customers who will all be paying our rates, so that's an immediate increase in that revenue.

COMMISSIONER MONTOYA: So Mr. Chairman, this question's for you

Greg, so what do we gain by not paying them the additional \$128,000 at the jail?

MR. PARRISH: Mr. Chairman and Commissioner Montoya, I think the \$128,000 is the total water bill. Savings? Well, what we're going to do is make every effort to first reduce our water usage, look at alternatives and with that money we can provide additional services to the facility itself, upgrading the facility, services we can provide the inmates, things like that.

COMMISSIONER MONTOYA: So that's what that \$128,000 would be.

MR. PARRISH: I've never budgeted that \$128,000 yet. We didn't know where we were on that. If we were going to get it or not. But that could reduce some of our needs for general fund money as we progress this year and next year.

COMMISSIONER MONTOYA: Okay. I don't know, Mr. Chairman, it just seems like a wash and I don't know. I'm pretty much resolved that the jail is not going to make any money any time soon. I don't think - I don't know. I just don't see the benefit of doing this, particularly with that Commissioners Campos and Sullivan have described with where we're at with this. So I don't know. That's just my thinking on this.

CHAIRMAN ANAYA: Thank you, Commissioner. So basically what we're talking about is we've got \$128,000 that we would not collect. It would stay in the general fund. It would not be collected from the jail to the water authority, the water utility. And then that \$128,000 would be used - it would stay in the general fund and we could use that possibly for the Corrections or whatever we wanted to use it for.

MR. PARRISH: Mr. Chairman, we've never budgeted that money. We have a budget now where we're expecting to pay that. In the future, we would be able to reduce our expenses by that amount, in the next fiscal year or even this fiscal year, possibly, if we don't have to make that payment. So it would allow us either to return the money to the general fund or not ask for so much money from the general fund, or to use it for services at the facility.

CHAIRMAN ANAYA: Okay.

MR. PARRISH: We just don't have a track record on the jail yet to know what our expenses are going to be, so to say whether we need it or not is something I can't answer at this time.

CHAIRMAN ANAYA: I think it makes sense. Thank you. Any other comments? If not, what's the pleasure of the Board.

COMMISSIONER VIGIL: Mr. Chairman, I guess I would like to comment. It does make sense to me. While I really understand the argument that we may be robbing Peter to pay Paul, I think we are at the apex right now of trying to create as much support system as we can for our jail. My concern is how would we make our utilities whole. I'm wondering if that could be something that Finance could look at with the recent general obligation bonds or anything like that that we could make our utilities department whole with regard to this. But I guess I'm empathizing with the fact that we're still not at a place where we know exactly how much the jail is going to cost us and my concern is and my desire to create a support for this is give that budget as much flexibility as we possibly can at this point in time because I don't want to get caught up to the transition where Santa Fe County owns this jail, in issues that we

haven't provided sufficient support financially for them.

So I'd like to consider making a motion that allows this to occur in favor of the utility rate change and perhaps set a time line on it for evaluation purposes and you can get back to the Board of County Commission to see if in fact this flexibility is something that's really needed. Because we don't know at this point in time. And where it's an avenue for you to provide that flexibility for a little funding, I'd like to be able to support that. So I'm going to motion that we approve - how is this worded in the BCC - we approve the utility water rate adjustment for the County facility.

CHAIRMAN ANAYA: Is there a second?

COMMISSIONER CAMPOS: I'll second that in deference to staff.

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

The motion to approve the water rate adjustment for the County jail passed by majority 4-1 voice vote with Commissioner Sullivan voting nay.

DR. WUST: Thank you, Mr. Chairman, and if I may, I'd like to ask for a little direction based on this discussion, because earlier the Commission said they wanted me to come forward on a case by case basis if we get these requests. Do you still prefer that, or would you rather not hear these things anymore?

COMMISSIONER CAMPOS: I don't.

COMMISSIONER SULLIVAN: Mr. Chairman, I think we've opened up the door. I think you need to bring every single one of them here, the National Guard and every single other one has to come to the County and be heard. We've set policy here today.

COMMISSIONER VIGIL: I think that was the intention of the original statements that we made, we took action on, so I don't think we're setting anything new; we're just asking you to continue to bring these forward.

DR. WUST: We'll be glad to.

CHAIRMAN ANAYA: Thank you.

**XIII. E. 2. Request Approval for Contribution to US Geological Survey
Extension of the Aero Magnetic Survey (\$20,000)**

DR. WUST: Thank you, Mr. Chairman. This is an extension of a project that the US Geological Survey, the USGS has done and has been very valuable to the County, so I'll just give you quickly what that project was. Aeromag is a study where they fly a magnetometer around the landscape and from those readings, they can make determinations of the thicknesses and types of rock units below the surface.

USGS has published a map and report that I've used covering most of this area with the aeromagnetic survey. The information they've discovered has been valuable to the County in two places. One is that I've used it, I am using it, I should say, as we go through a potential

revision of the hydro zones for land use, that it will be part of the ongoing – after the land use code gets changed. We've been asked with looking at the hydro zone map and seeing if that needs to be updated and revised and this information has been very valuable for that, particularly in the areas where we don't have very many wells.

The other area that this study has been very valuable in is that information is being used in developing the hydrologic computer model that's ongoing and is due pretty soon now, that Intera's doing for us, and they've used that information also. What makes this extension critical is the one strip that the USGS could not afford to fly on the main part of the study was the mountain front. This is important to us in the computer model particularly, or as we go along and do our well drilling program, because the mountain front is where the primary recharge to the aquifer takes place. And trying to get a handle on recharge is a very difficult thing, whether you're doing a computer model or a well drilling program or just understanding the aquifer and the water resources.

So this is a fairly critical area for our needs, which is understanding our water resources and our aquifer here. This type of project is actually not unusual and the County has participated in a similar thing quite recently. The New Mexico Bureau of Geology and Mineral Resources, Peggy Johnson may be the person you know, she contracted with the Office of the State Engineer and they put in a major chunk of money so Peggy Johnson could go out and take water levels of all the well she could get to and do a GPS location on them. She went out and did a lot of water levels that had been done 30 years ago and they've produced maps. So they have GPS locations showing changes in water levels.

The County contributed \$10,000 to that. That wasn't the primary monetary source but we contributed \$10,000 in order to ensure that we got sufficient coverage that it would be more useful to us also. And that report is out and it has been very useful to us. So this is a very similar thing. This the US Geological Survey. The primary funding is coming both from the survey itself and from the Office of the State Engineer. The Survey asks if any other entities could provide a contribution to help them get to their goal of total funding. So we're looking at a contribution of \$20,000 from the County. The money would come from GRT which is existing in the Water Resources Department budget at this time. We already have the money in our budget. This isn't a line item but it's in one of the line items that we have – I think \$3 million to do water projects, and that originally came from GRT.

COMMISSIONER MONTROYA: Mr. Chairman, move for approval.

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

COMMISSIONER CAMPOS: Second.

CHAIRMAN ANAYA: And second. Any discussion?

COMMISSIONER VIGIL: Real quick question.

CHAIRMAN ANAYA: Commissioner Vigil.

COMMISSIONER VIGIL: Stephen, do you know the difference between this, and I'm sure there's some technical differences, and the orthodigital photography?

DR. WUST: Yes. And to keep it simple, the orthodigital photography is photographs, aerial photographs. And this is taking magnetic readings that they interpret to tell

you something about the rock units below the surface. Photography won't tell you what's below the surface.

COMMISSIONER VIGIL: Okay. Thank you.

CHAIRMAN ANAYA: Any more discussion?

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: I'm concerned that we're -- I think this should come out of the water department's budget. I'm concerned that we're using little snips and pieces of the GRT. I think the GRT was meant to be major water projects and construction and of course the money that we need to put the Buckman Direct Diversion project in, and I'm afraid we're using it as a piggy bank for these small projects and before we finish, it's going to be all gone. It seems like if the water department has enough money to afford \$168,000 hit on revenue that they can also absorb \$20,000 on the study. This seems to be a very logical place where within a department that those study monies would come from. I just have a concern that we keep tapping what I see as this essentially operations cost against the GRT. I would like us not to do that.

CHAIRMAN ANAYA: Okay, so the question, just so that I can understand it is the \$20,000 was going to come out of GRT and you would like it to come out of the utilities budget.

COMMISSIONER SULLIVAN: Correct.

DR. WUST: Mr. Chairman, it's actually in my budget. It's coming out of my budget. It's just the origin of that budget money is the GRT and I've worked with Susan Lucero to figure out the most appropriate place in my budget to get that from. So we're not hitting anybody else's GRT. We're not hitting anybody else's budget. This is coming out of the Water Resources Department budget. Again, I think we have about \$3 million in that for things like drilling wells and things like that. We could certainly, if the Commission wishes, pay that back from the inclining rate or something through time. But it's out of my budget; it's existing in my budget right at this time.

CHAIRMAN ANAYA: Okay. Good.

The motion to approve the contribution to the USGS project passed by unanimous [5-0] voice vote.

XIII. E. 3. Request Approval of a Water Service Agreement with Robert Pearson

DR. WUST: Mr. Chairman, Commissioners, this is an item that you saw before you three months ago. Pearson has a commercial development that has master plan approval with extensions from several years ago. They came in front of you for a water service agreement that was worked out through Legal and representatives of Pearson. At that time,

three months ago, the Commission discussed the fact that a policy was being worked on in terms of water allocation. And at that time, if I recall it correctly, the motion was to table this for 90 days to see if either the policy will be done by then and approved, or you would deal with Pearson, or choose to table it again or something. But you requested it come back in 90 days. That allocation policy is in its final stages as I understand it but it's not been in front of the Commission and been approved, so Pearson requested that they come before you after the 90-day tabling. It's 3.15 acre-feet with this water service agreement and Mr. Pearson is here with his agent Scott Hoeft, if you have any questions for him. Also, John Salazar is here from the Land Use Department if you have any questions on what the development entails. The one note I'll make is that part of the approval of the master plan was a requirement or a condition that this development hook up to the County utility. So they're trying to come forward for that.

CHAIRMAN ANAYA: Any questions of Steve?

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: What's the staff recommendation then on this?

DR. WUST: My recommendation, Mr. Chairman, Commissioner Montoya, is that it get approved for a couple reasons. One is, the main one is that the Commission itself requires that they hook up to the utility. And they can't do that without a water service agreement.

COMMISSIONER MONTOYA: That was in 1998, right?

DR. WUST: Yes. In fact one of my comments to the water allocation policy that we're looking at is that one of the priorities we should look at is any time the Commission requires somebody to hook up to the utility, we should be looking at them for a priority in terms of hook-up because it's a requirement. And the other reason is it's 3.15 acre-feet. It's not a huge amount. It's not like one of these 100 acre-foot subdivisions. So it's a small amount that the Commission required that they hook up. And they're right next to our lines, by the way. Our line ends at Las Lagunitas and these guys are very close to that and so - and they're going to put in the infrastructure and pay for that. So there's not a big infrastructure cost; it's pretty easy to do.

COMMISSIONER MONTOYA: And then are there going to be some transfer of water rights that will offset what we're providing?

DR. WUST: Mr. Chairman, Commissioner Montoya, that's a requirement of the water service agreement that they have to transfer water rights to the County or a place of the County's choosing, and in fact the language is in here, is if they come forward with their water rights and the Office of the State Engineer only gives them half of that or denies it, then they don't get any water. We're only committed to the amount of water rights, not to exceed 3.15, but if it's less than that we're not committed to any more than what the water rights transfer is approved.

COMMISSIONER MONTOYA: Okay. And John, you're okay with everything that's being proposed in terms of the development? He nodded yes.

JOHN SALAZAR (Review Specialist): Mr. Chairman, Commissioner

Montoya, yes.

COMMISSIONER MONTOYA: Okay. Thank you, John. Mr. Chairman, I'd move for approval.

COMMISSIONER VIGIL: Second.

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

COMMISSIONER SULLIVAN: Let's see. First of all, Mr. Wust, I wanted to understand and be clear that this – you're proposing that it come from the 375 acre-feet of City allocation. That's Buckman water. So does the water service agreement make it clear that we have no obligation to provide water beyond the term of that agreement with the City which terminates when the Buckman Direct Diversion project comes on line?

DR. WUST: Mr. Chairman, Commissioner Sullivan, probably that's a question for Steve Ross. I did read this in here and there's some commentary in here about it's predicated on understanding that the Buckman Project gets built and if it doesn't get built there's a change of obligation but exactly what that means legally is probably a better question for Legal staff.

COMMISSIONER SULLIVAN: I want to be – and Mr. Ross, perhaps you can answer that then. I want to be clear that – because with some applicants there seems to be some convenient misunderstanding that when we approve the use of this temporary Buckman water right that it automatically rolls over into the use of San Juan/Chama rights when we start to divert water on the San Juan/Chama. And that's not the case. They are two different things. So that if the applicant has not transferred water rights by the time the Buckman Direct Diversion opens, then we no longer have the ability to serve water to the project, because that 375 temporary water rights from the Buckman well field is gone. I need to be sure that a) the applicant understands that, and b) that the water service agreement reflects that properly.

MR. ROSS: Mr. Chairman, Commissioner Sullivan, our standard language, concerning that topic is on page 4, C on the middle of the page. It says what all our water service agreements lately have said is that it's conditioned on the BDD becoming operational. Until it's completed, the applicant is entitled to receive the water on a temporary basis. The applicant also agrees to, in advance, comply with the policies which we're working on right now.

COMMISSIONER SULLIVAN: I guess that doesn't quite answer my concern because the way that's written, it says that it's conditioned on Buckman becoming operational, which almost seems to say to me that we're assuming that Buckman becomes operational so that this 3.15 acre-feet continues on. Actually, with our agreement with the City that if the Buckman Diversion project didn't become operational they would continue to provide that 3.15 acre-feet, because that's the way our agreement reads.

So I'm still not seeing clarity here in paragraph C that says we're only committing to a term up to the point of operation of the Buckman Direct Diversion project. But you disagree with it. You think it says that? I'll go with your interpretation if you think it does.

MR. ROSS: Well, it's conditioned on the BDD becoming operational. If the

BDD does not become operational then they would be operating – they would be receiving from the County on a temporary basis.

COMMISSIONER SULLIVAN: Okay, but what happens if the BDD becomes operational?

MR. ROSS: So then they've met the condition that's stated here and they'll be able to continue with water service deliveries.

COMMISSIONER SULLIVAN: That's the problem. That's the problem. We're now allocating San Juan/Chama water here.

MR. ROSS: Arguably, San Juan/Chama or some of the water rights that the County's been transferring.

COMMISSIONER SULLIVAN: Or whatever. And I don't think we should do that. We didn't do that with Rancho Viejo. We made it very clear in their usage of the 100 acre-feet that they receive from the County that there was no obligation to provide water beyond that point, that we had a temporary agreement with the City. And they seemed to be – they seemed to understand that. But I don't read that here. It seems like we're making an agreement in perpetuity.

MR. ROSS: The way this is written, if Buckman comes on line this is an agreement in perpetuity.

COMMISSIONER SULLIVAN: Well, that's not how we made the other agreements. At least in my recollection, those agreements have only been for the period that we have the temporary allocation, and they assume the transfer of the water rights. Now, if the transfer of the water rights occurs before the BDD opens, then we're fine. Then the water continues to flow via the Buckman Direct Diversion project. But it doesn't flow with San Juan/Chama water. It flows with the 3.15 acre-feet that they transferred to the Buckman facility.

MR. ROSS: Right.

COMMISSIONER SULLIVAN: Are you getting my distinction here?

MR. ROSS: Mr. Chairman, Commissioner Sullivan, I think that is how this works, because there's no obligation to the County to deliver water to these folks until those water rights transfer, both the County's name and to the Buckman wellfield pursuant to the water resources agreement. So if they don't transfer these waters until the BDD is operational they haven't met their end of the bargain. I anticipate, since these water rights are right here sitting in the back of this packet that they'll be transferred immediately once this water service agreement is executed. And I believe the standard language of the agreement requires them to do so forthwith.

COMMISSIONER SULLIVAN: Okay, let me just ask Mr. Hoeft or somebody there if you understand the point that I'm making here, that the County, if this water service agreement is approving a water service agreement pending your transferring this water rights and how we're implementing it is we're using the temporary Santa Fe City water rights to provide wet water.

SCOTT HOEFT: That's how I understand, yes.

COMMISSIONER SULLIVAN: You also understand that we're not committing any San Juan/Chama water to this water agreement. It's necessary for you to transfer water rights to the Buckman Diversion or other point that Santa Fe designates in order for you to continue to be served.

MR. HOEFT: Our first step, yes, I understand that.

COMMISSIONER SULLIVAN: What was the first part of what you said?

MR. HOEFT: Our first step, to transfer the water rights, Commissioner Sullivan. I understand that.

COMMISSIONER SULLIVAN: Yes. But if you for some reason didn't get them transferred or they were transferred in an inadequate amount, you realize that that reduction will fall upon you.

MR. HOEFT: We understand, Commissioner.

COMMISSIONER SULLIVAN: All right. Thank you. That's – just one other point, Mr. Chairman. We keep saying on this particular project that that was a condition of approval, but reading in the memo here it says the conditions included "the developer proposes to use the County water system and Santa Fe County Resolution 1998-13, Santa Fe County Water Utility Extension Policy, must be complied with at the time of preliminary plat submittal" Now, I don't read that as saying that the County required that. Was there something, Mr. Hoeft, that came subsequent to this?

MR. HOEFT: Yes, the minutes from the BCC hearing November 10, 1998, almost seven years ago exactly. "The applicant is planning on utilizing the Santa Fe County water system. Any application for preliminary development plan approval shall not be deemed complete until the applicant has done the following: The applicant has acquired, transferred to the County water company point of diversion sufficient water rights for the project. The applicant shall provide proof that they possess a valid water right permit ready to transfer to the Santa Fe County water company, issued by the State Engineer sufficient in the quantity to meet the maximum annual demand water requirements for the proposed project. Two, a valid contract with the Santa Fe County water company stating that it is ready, willing and able to serve the project at full development. The applicant assumes all costs and risks of acquiring or transferring the water rights. The applicant is advised that it may take months or years to perfect the water rights and that the net diversion right at the County's point of diversion may not be equal to the rights acquired elsewhere."

COMMISSIONER SULLIVAN: Read the first sentence again, the beginning.

MR. HOEFT: The very first sentence?

COMMISSIONER SULLIVAN: Yes.

MR. HOEFT: The applicant is planning on utilizing the Santa Fe County water system.

COMMISSIONER SULLIVAN: Okay. It says the applicant is planning on using it. I didn't hear anywhere in there where it said the Santa Fe County requires that you tie to the County water system.

MR. HOEFT: If I may I've got more paperwork/

COMMISSIONER SULLIVAN: You've got another one? Okay.

MR. HOEFT: I've got it all.

COMMISSIONER SULLIVAN: You've got it all? I'm sure you do. I just haven't heard that. I'm not saying that it doesn't make sense. The Santa Fe County water lines are there as the director has indicated, and we're also encouraging applicants to get on the County water system.

MR. HOEFT: Santa Fe County Resolution 1998-13, Santa Fe County Water Utility Extension Policy must be complied with at the time of preliminary development plan submittal.

COMMISSIONER SULLIVAN: That would be true if you were tying onto the water system, if you were requesting to tie on then you would have to comply with – 1998 is the resolution that sets the terms for the water service agreement.

MR. HOEFT: Which is why we're here today.

COMMISSIONER SULLIVAN: Yes, I understand. Have you proposed an alternative means of –

MR. HOEFT: Then it goes on to say that the developer proposes to use the County water system. Wells are prohibited on this property. So if we're not here today and we can't do a well, what exactly can we do?

COMMISSIONER SULLIVAN: Okay. All right. The fact is not that Santa Fe County required it but the fact that our regulations prohibiting wells –

MR. HOEFT: You are correct, Commissioner Sullivan.

COMMISSIONER SULLIVAN: Is that a correct interpretation? It wasn't a condition of the approval, but subsequent to your approval we passed the Community College District ordinance and the wells are prohibited. So you were caught in that bind.

MR. HOEFT: Correct, Commissioner Sullivan.

COMMISSIONER SULLIVAN: All right. I understand. That's all the comments and questions I had, Mr. Chairman. Thank you.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Question for Dr. Wust. When we were talking, Dr. Wust, about the 375 acre-feet in the discussion with the City, there was a lot of discussion that we'd have criteria, that we would use this water to encourage growth within growth areas and also affordable housing issues would be furthered by use of this water. Is that about right?

DR. WUST: Mr. Chairman, Commissioner Campos, I remember that part of the discussion.

COMMISSIONER CAMPOS: Okay. This property is not within any growth area, right?

DR. WUST: I don't know where the growth areas are. I'm the wrong person to ask. But I do remember part of the discussion was what do we do with commercial properties, because our own economic development area came up for discussion and we don't have an answer for that at the moment, because the question was asked. It was never rectified.

COMMISSIONER CAMPOS: Okay.

MR. HOEFT: My colleague just informed me that Land Use, back in 1998 wanted the line extended down the frontage road, so that was the impetus for the condition that we have right now, is that Land Use was requiring us, or actually requesting and we met with Land Use at that time to get the line extended down the frontage road.

COMMISSIONER SULLIVAN: That may or may not be. We can only deal with what are in the actual condition and I just wanted to make that clarification and prior to your attorney's comments there I thought I understood that we were in agreement on the clarification.

MR. HOEFT: Okay, Commissioner Sullivan. Thank you.

The motion to approve the water service agreement with Robert Pearson passed by unanimous [5-0] voice vote.

XIII. F. Matters from the County Manager

1. Update on various issues

MR. GONZALEZ: Mr. Chairman, members of the Commission, just sort of a quick update, as you recall at the last meeting there was some direction given to staff to move forward with bringing parties in to take a look at the operations, both at the adult facility and the juvenile facility. I wanted to report first of all that AMI, American Marine Institute, were in the juvenile facility this week. They looked at both the secure side and the residential treatment center side and it appears that with some small exceptions they were favorably impressed by the operations. And then Greg Parrish is here to answer any additional questions that you may have.

And then secondly with respect to the adult facility, we have drafted a statement of work for the RFP. That's currently being prepared by purchasing and should be out some time next week.

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: How much did that cost us for AMI?

MR. GONZALEZ: It was minimal. Greg? Transportation I think was all we paid for.

MR. PARRISH: Mr. Chairman, Commissioner Montoya, they volunteered to do that through their connections with Barbara Vigil who's on their board. We paid for their transportation from Florida and housing. They came in Sunday night and they left today. So three days of housing and transportation. And they're going to provide a written summary of their findings.

COMMISSIONER MONTOYA: Okay. Has anyone communicated with Judge Vazquez yet?

MR. PARRISH: Regarding the AMI? No, we haven't. We'd like to see the written report to make sure that -

COMMISSIONER MONTROYA: I would recommend that we communicate with her as soon as possible, regardless of the written report. She was told by me that they were coming to do this visit and I think she needs to know that it was done. I'd be glad to do it. I have no problem doing it, and then I think we can provide her with the written report that we get when the written report comes in. But I think it's important that we communicate with her as consistently as possible at this point.

MR. PARRISH: Okay. I'll make a point to have the Youth Service Administrator report to her on that tomorrow.

COMMISSIONER MONTROYA: Thank you.

COMMISSIONER VIGIL: Mr. Chairman, I would even go a little step further with regard to Judge Vazquez. If it's at all possible for your administrator to do standing meetings with her, negotiate some kind of a time on a regular basis just to keep her updated so that that issue doesn't fall by the wayside. That communication link is critical I think to that facility. So who is it that will be speaking with her?

MR. PARRISH: The point of contact right now we're using is the Youth Service Administrator Billy Merryfield and he has been in regular contact. I don't think he has a standing meeting per se. Her schedule is just crazy but I'll talk to him about regularly contacting her and updating her on what's going on.

COMMISSIONER VIGIL: It might be good if he actually proposed a standing meeting. She may not be able to accommodate him but I think we need to make that extra effort to let Judge Vazquez know that we're continuing in good faith to keep the lines of communication open.

MR. PARRISH: I'll see that he does that, Commissioner.

COMMISSIONER VIGIL: Thanks.

CHAIRMAN ANAYA: Thank you. Any other comments? I agree with what was said. We need to keep her informed on what's going on. Commissioner Campos.

COMMISSIONER CAMPOS: Just a question for Mr. Gonzalez. We have a strategic session coming up Thursday and Friday. How many people do you expect to be going out there?

MR. GONZALEZ: I think we're planning for about 60 to 65.

COMMISSIONER CAMPOS: Are we going to be carpooling out there or is everybody taking their own car?

MR. GONZALEZ: People are being encouraged to carpool, although we do have people coming from all parts of the county, but we've encouraged them to car pool.

COMMISSIONER VIGIL: And what specific time do you need the Commissioners there?

MR. GONZALEZ: 8:30 to 4:30 every day, but the focus in terms of policy making and taking a look at the policy process here in the County will really be on Thursday afternoon, as I understand it, from 1:30 to 4:30.

COMMISSIONER VIGIL: That sounds good to me. I actually planned on attending Thursday afternoon and carpool with Commissioner Campos and whoever else would like to go with us in the afternoon. Do we have to notice that?

MR. GONZALEZ: It's already been taken care of in terms of the noticing. Just as a personal aside, I'm not sure whether I'll be able to attend or not because my mother-in-law is in the hospital in Las Cruces in critical condition and may have to be airlifted to Tucson tomorrow, but if not, I will prepare some remarks at least to open the session on Thursday.

COMMISSIONER SULLIVAN: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Sullivan.

COMMISSIONER SULLIVAN: Gerald, could we get an agenda for that?

MR. GONZALEZ: Yes. I'll have copies made and placed in your box. We just got from Diane kind of the finished, filled-in outline that has the details.

COMMISSIONER SULLIVAN: Could you e-mail them so we don't have to keep coming down here to empty the box?

MR. GONZALEZ: Be glad to do that. In fact we'll do it both ways. We'll put a copy in the boxes of all the Commissioners and e-mail you as well.

COMMISSIONER MONTOYA: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Montoya.

COMMISSIONER MONTOYA: Just wanted to remind Gerald and Steve that hopefully tomorrow we should be hearing from – I didn't hear today, from the Speaker's office regarding a meeting to discuss the Pojoaque wastewater facility. So just a reminder. And if there are any Commissioners that are willing and wishing to go let me know and I can inform you as well.

MR. GONZALEZ: Okay. That would be great. Thank you, Mr. Chairman, Commissioner Montoya. I haven't heard anything either, by the way.

COMMISSIONER CAMPOS: Mr. Chairman.

CHAIRMAN ANAYA: Commissioner Campos.

COMMISSIONER CAMPOS: Just a comment in response to Commissioner Montoya. It was my impression, it's my thinking that the County Commissioners and the County staff have to assess and evaluate the plan that the Pojoaque Pueblo has proposed. If it looks like there's going to be a short-cut or some kind of a way to head that off is what I'm seeing as this meeting. You're going to go see the Speaker so that he can tell us what to do or what he thinks or how is that going to work?

COMMISSIONER MONTOYA: So he's informed as to where we are in the process as well. And what some of the concerns are that have been brought up by some of the Commissioners. And some of the concerns that he has as well. So those are all to discuss, the concerns that have been brought up by the Commissioners and himself.

COMMISSIONER CAMPOS: What are the Speaker's concerns?

COMMISSIONER MONTOYA: We'll find out tomorrow?

COMMISSIONER CAMPOS: You don't know? You know he does have concerns?

COMMISSIONER MONTOYA: Yes.

COMMISSIONER CAMPOS: Are they about the plans or about the County's asking questions about the plan?

COMMISSIONER MONTOYA: About the plan.

COMMISSIONER CAMPOS: Okay.

COMMISSIONER VIGIL: Mr. Chairman, on that subject, I was going to – the reason why I think it was tabled today, and I want to make sure staff delegates this responsibility is we really would like – I personally would like an assessment from our Water Resource Department and perhaps from our Legal Department on this project. I'd like to know if they would recommend a different design for it. I'd like to know if the way the project is phased in is in the best interest of all of Santa Fe County residents. And I also do want to know where the Speaker stands on this so Commissioner Montoya, if you would let me know I'd be happy to participate in that information. So if Steve Wust and Steve Ross might be able to do some analysis of this project, I do want to hear it. That money is available. I want to make sure we hammer out the best possible project for that valley. So if we can do that within 30 days or our next administrative meeting and get that analysis, that is what I'm looking for.

MR. ROSS: Mr. Chairman, Commissioner Vigil, I'll work with Steve Wust and get you a report.

COMMISSIONER VIGIL: Thank you.

CHAIRMAN ANAYA: Okay. Do we need to go into executive session?

MR. ROSS: Mr. Chairman, as I told you privately earlier, I have eight items to report on. None of them are crucial, so if you want to skip one we can skip it or I can be very, very quick.

XII. G. 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 5) to discuss the matters delineated above.

Commissioner Vigil 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 5:10 to 6:30.]

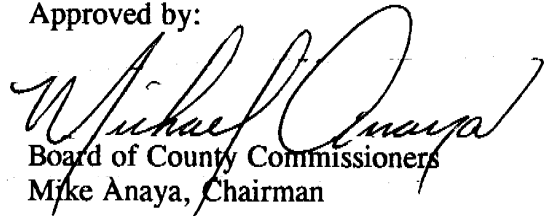
Commissioner Sullivan moved to come out of executive session having discussed

only the matters outlined in the agenda, and Commissioner Montoya seconded. The motion passed by unanimous voice vote.

XIV. ADJOURNMENT

Chairman Anaya declared this meeting adjourned at approximately 6:30 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



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE
AND THE SANTA FE COMMUNITY COLLEGE
FOR A FILM INITIATIVE SCENE SHOP PROJECT**

This Memorandum of Understanding, hereinafter referred to as (“the MOU”) is entered into on this ____ day of _____, 2005, by and between the **County of Santa Fe**, hereinafter referred to as (“the County”), a political subdivision of the State of New Mexico, **Santa Fe Community College**, hereinafter referred to as (“the Community College”), a public educational institution of the State of New Mexico, and the **Santa Fe Community College Training Center Corporation** hereinafter referred to as (“the Training Center”), a non-profit corporation established by the Community College for the purposes of education and training related to economic development.

WHEREAS, the County is leasing sixty-five (65) acres of real property which is intended for use as a County Economic Business Park (“the Park”);

WHEREAS, the Property is under a long term Business Lease (BL -1550) from the State of New Mexico Commissioner of Public Lands (hereinafter “State Land Commissioner”);

WHEREAS, the County’s objective in leasing the Park is County work force development and training for the purpose of effectuating the County’s Economic Development Ordinance No. 1996-7;

WHEREAS, in accordance with County Ordinance No. 1996-7 (hereinafter “County Economic Development Ordinance”) this Ordinance was enacted pursuant to the express statutory requirements and authority conferred upon local governments to allow public support of economic development under NMSA 1978, §5-10-1 et seq., the Local Economic Development Act;

WHEREAS, it is in the best interest of the welfare of the citizens of the County to support, foster, promote and enhance local economic development efforts;

WHEREAS, a master plan has been developed and approved by the State Land Commissioner for development of the Park;

WHEREAS, pursuant to the Business Lease, a development plan is required for development of the first phase of the Park, and the development must approved by the State Land Commissioner;

WHEREAS, the County Community College District Ordinance also governs planning and development of the Park;

WHEREAS, the Community College and the Training Center proposes to utilize a portion of the Park for a film scene shop to support the Santa Fe County/Santa Fe Community College Film Initiative (hereinafter “the Project”);

WHEREAS, no specific parcel within the Park has been designated for the Project, a suitable location within the Park for the Project will need to be identified.

NOW, THEREFORE, it is agreed by the County, the Community College and the Training Center (hereinafter “the Parties”) as follows:

1. PARK DEVELOPMENT

A. In accordance with the Business Lease, prior to any development, the Parties will create and agree upon a development plan which the County will submit to the State Land Commissioner for approval.

B. No specific parcel within the Park has been designated for the Project, and the Parties will identify and agree to a suitable location within the Park for the Project.

C. The Parties will comply with the County Community College District Ordinance for the planning and development of the Project.

D. The Community College and the Training Center will adhere to any open space requirement as it may arise pursuant to the Master Plan and the County Community College District Ordinance.

2. PARK INFRASTRUCTURE

A. The Parties acknowledge that utility service is present on the Park’s property but will need to be extended to all areas necessary to sustain the Project. The Parties will agree by written amendment to this MOU regarding apportionment of cost for extension of utility service, water, sewer, telephone, and any other like service.

B. The Parties will agree by written amendment to this MOU regarding any road network, including curb and gutter, necessary to the development of the Project and will agree to apportionment of costs of construction.

C. The Parties acknowledge the requirement of an acceleration/deceleration lane (“the Lane”) on New Mexico State Highway 14 and will agree by written amendment to this MOU regarding apportionment of cost when the Lane must be constructed as will be required in the development plan.

3. PARK IMPROVEMENTS

A. The Parties plan a 3,700 square foot building to be constructed and used as a film scene shop.

B. The Parties plan that a 5,000 square foot addition to the above-referenced building will be constructed in a later phase.

C. Parking and an area reserved for loading and unloading of large trucks will be included as part of the initial phase of construction of the improvements to the Park for the Project.

D. The County will construct the buildings and the improvements.

4. FINANCING OF INFRASTRUCTURE AND IMPROVEMENTS

A. The total estimated cost of the Project is \$1,850,000 and is as follows:

- 1. \$ 500,000 = Building Improvements
- 2. \$1,250,000 = Complete Infrastructure within the Park
- 3. \$ 100,000 = Acceleration/Deceleration on SR 14

B. The Community College and the Training Center Corporation will provide \$250,000 for the Project Building Improvements.

C. The County will provide \$40,000 which has been set aside by the County for the necessary improvements, i.e., the Lane, to State Road 14.

D. By written amendment to this MOU, the Parties will determine the proportionate cost for the remainder of the Project.

5. MANAGEMENT AGREEMENT

A. The Parties agree to enter into a Management Agreement for the Community College through the Training Center to operate and maintain the Project for purposes of conducting the film initiative. Such Agreement will be executed within ninety (90) days of the execution of the MOU.

B. The Community College through the Training Center will manage the Project on behalf of the County.

C. Any revenue received by the Community College through the Training Center that arises from its operation and management of the Project will be first dedicated toward the expenses the Parties incur in the operation of the Project, which will further delineated in the Management Agreement noted above.

D. A capital account to be administered by one of the parties will be established to repay the Parties for the Parties' direct investment in the operational expenses of the Project, which will be delineated in the Management Agreement noted above.

6. EFFECTIVE DATE AND TERM

This Memorandum of Understanding shall become effective the date of last signatory and shall terminate on _____, 2017 unless terminated pursuant to Paragraph 7, Termination. Termination of the aforementioned Business Lease with the State Land Commissioner shall automatically, and without notice, result in termination of this MOU.

7. TERMINATION

A. Termination of Agreement for Convenience. This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice to the other parties at least thirty days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination of Agreement for Cause. If the Parties fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Parties violate any of the covenants, agreements, or stipulations of this Agreement, the Parties shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, the Parties shall not be relieved of liability to the other parties for damages sustained because of any breach of the Agreement.

8. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the County, the Community College and the Training Center. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9. ASSIGNMENT

Neither the County, the Community College nor the Training Center shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other parties.

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made to the Community College and the County for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision of each party as to whether sufficient appropriations and authorizations are available shall be accepted by the other parties and shall be final.

11. AMENDMENT

This Memorandum of Understanding shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

12. RESPONSIBILITY

No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. This Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act.

13. CONFLICT OF INTEREST

A. Interest of Members of the Community College: No officer, employee or agent of the Community College who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement.

B. Interest of County and Employees: The County shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Agreement, to have personal financial interests, direct or indirect in this Agreement. The County further shall not allow in the performance of this Agreement any person having any conflicting interest to be employed by the County. Any interest on the part of the County or its employees must be disclosed to the Community College provided, however, that this paragraph shall be interpreted in such a manner so as to not unreasonably impede

Draft III

the County's primary concern of maximum opportunity for employment of area residents and resident participation.

C. Interest of Members of the Training Center: No officer, employee or agent of the Training Center who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement.

14. DISPUTE RESOLUTION

In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this Agreement, the Parties shall first resort to mediation before a neutral mediator, mutually agreed to by the parties.

15. PROHIBITED ACTIVITY

The Community College and the Training Center are prohibited from using funds provided herein or personnel employed in the administration of this Agreement for political activities; sectarian or religious activities; lobbying, or political patronage.

16. SCOPE OF AGREEMENT

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

17. APPLICABLE LAW

This Memorandum of Understanding shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the first date written above.

**SANTA FE COUNTY BOARD OF
COUNTY COMMISSIONERS**

Michael D. Anaya, Chairman

ATTEST:

Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

SANTA FE COMMUNITY COLLEGE

James N. McLaughlin, President

SANTA FE COMMUNITY COLLEGE TRAINING CENTER CORPORATION

James N. McLaughlin, President

Draft III

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE
AND THE SANTA FE COMMUNITY COLLEGE
FOR A FILM INITIATIVE SCENE SHOP PROJECT**

This Memorandum of Understanding, hereinafter referred to as (“the MOU”) is entered into on this ____ day of _____, 2005, by and between the **County of Santa Fe**, hereinafter referred to as (“the County”), a political subdivision of the State of New Mexico, **Santa Fe Community College**, hereinafter referred to as (“the Community College”), a public educational institution of the State of New Mexico, and the **Santa Fe Community College Training Center Corporation** hereinafter referred to as (“the Training Center”), a non-profit corporation established by the Community College for the purposes of education and training related to economic development.

WHEREAS, the County is leasing sixty-five (65) acres of real property which is intended for use as a County Economic Business Park (“the Park”);

WHEREAS, the Property is under a long term Business Lease (BL -1550) from the State of New Mexico Commissioner of Public Lands (hereinafter “State Land Commissioner”);

WHEREAS, the County’s objective in leasing the Park is County work force development and training for the purpose of effectuating the County’s Economic Development Ordinance No. 1996-7;

WHEREAS, in accordance with County Ordinance No. 1996-7 (hereinafter “County Economic Development Ordinance”) this Ordinance was enacted pursuant to the express statutory requirements and authority conferred upon local governments to allow public support of economic development under NMSA 1978, §5-10-1 et seq., the Local Economic Development Act;

WHEREAS, it is in the best interest of the welfare of the citizens of the County to support, foster, promote and enhance local economic development efforts;

WHEREAS, a master plan has been developed and approved by the State Land Commissioner for development of the Park;

WHEREAS, pursuant to the Business Lease, a development plan is required for development of the first phase of the Park, and the development must approved by the State Land Commissioner;

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WHEREAS, the County Community College District Ordinance also governs planning and development of the Park;

WHEREAS, the Community College and the Training Center proposes to utilize a portion of the Park for a film scene shop to support the Santa Fe County/Santa Fe Community College Film Initiative (hereinafter “the Project”);

WHEREAS, no specific parcel within the Park has been designated for the Project, a suitable location within the Park for the Project will need to be identified.

NOW, THEREFORE, it is agreed by the County, the Community College and the Training Center (hereinafter “the Parties”) as follows:

1. PARK DEVELOPMENT

A. In accordance with the Business Lease, prior to any development, the Parties will create and agree upon a development plan which the County will submit to the State Land Commissioner for approval.

B. No specific parcel within the Park has been designated for the Project, and the Parties will identify and agree to a suitable location within the Park for the Project.

C. The Parties will comply with the County Community College District Ordinance for the planning and development of the Project.

D. The Community College and the Training Center will adhere to any open space requirement as it may arise pursuant to the Master Plan and the County Community College District Ordinance.

2. PARK INFRASTRUCTURE

A. The Parties acknowledge that utility service is present on the Park’s property but will need to be extended to all areas necessary to sustain the Project. The Parties will agree by written amendment to this MOU regarding apportionment of cost for extension of utility service, water, sewer, telephone, and any other like service.

B. The Parties will agree by written amendment to this MOU regarding any road network, including curb and gutter, necessary to the development of the Project and will agree to apportionment of costs of construction.

C. The Parties acknowledge the requirement of an acceleration/deceleration lane (“the Lane”) on New Mexico State Highway 14 and will agree by written amendment to this MOU regarding apportionment of cost when the Lane must be constructed as will be required in the development plan.

3. PARK IMPROVEMENTS

A. The Parties plan a 3,700 square foot building to be constructed and used as a film scene shop.

B. The Parties plan that a 5,000 square foot addition to the above-referenced building will be constructed in a later phase.

C. Parking and an area reserved for loading and unloading of large trucks will be included as part of the initial phase of construction of the improvements to the Park for the Project.

D. The County will construct the buildings and the improvements.

4. FINANCING OF INFRASTRUCTURE AND IMPROVEMENTS

A. The total estimated cost of the Project is \$1,850,000 and is as follows:

- | | | | |
|----|-------------|---|---|
| 1. | \$ 500,000 | = | Building Improvements |
| 2. | \$1,250,000 | = | Complete Infrastructure within the Park |
| 3. | \$ 100,000 | = | Acceleration/Deceleration on SR 14 |

B. The Community College and the Training Center Corporation will provide \$250,000 for the Project Building Improvements.

C. The County will provide \$40,000 which has been set aside by the County for the necessary improvements, i.e., the Lane, to State Road 14.

D. By written amendment to this MOU, the Parties will determine the proportionate cost for the remainder of the Project.

5. MANAGEMENT AGREEMENT

A. The Parties agree to enter into a Management Agreement for the Community College through the Training Center to operate and maintain the Project for purposes of conducting the film initiative. Such Agreement will be executed within ninety (90) days of the execution of the MOU.

B. The Community College through the Training Center will manage the Project on behalf of the County.

C. Any revenue received by the Community College through the Training Center that arises from its operation and management of the Project will be first dedicated toward the expenses the Parties incur in the operation of the Project, which will further delineated in the Management Agreement noted above.

D. A capital account to be administered by one of the parties will be established to repay the Parties for the Parties' direct investment in the operational expenses of the Project, which will be delineated in the Management Agreement noted above.

6. EFFECTIVE DATE AND TERM

This Memorandum of Understanding shall become effective the date of last signatory and shall terminate on _____, 2017 unless terminated pursuant to Paragraph 7, Termination. Termination of the aforementioned Business Lease with the State Land Commissioner shall automatically, and without notice, result in termination of this MOU.

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B. Termination of Agreement for Cause. If the Parties fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Parties violate any of the covenants, agreements, or stipulations of this Agreement, the Parties shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, the Parties shall not be relieved of liability to the other parties for damages sustained because of any breach of the Agreement.

8. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the County, the Community College and the Training Center. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9. ASSIGNMENT

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The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made to the Community College and the County for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision of each party as to whether sufficient appropriations and authorizations are available shall be accepted by the other parties and shall be final.

11. AMENDMENT

This Memorandum of Understanding shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

12. RESPONSIBILITY

No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. This Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act.

13. CONFLICT OF INTEREST

A. Interest of Members of the Community College: No officer, employee or agent of the Community College who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement.

B. Interest of County and Employees: The County shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Agreement, to have personal financial interests, direct or indirect in this Agreement. The County further shall not allow in the performance of this Agreement any person having any conflicting interest to be employed by the County. Any interest on the part of the County or its employees must be disclosed to the Community College provided, however, that this paragraph shall be interpreted in such a manner so as to not unreasonably impede

Draft III

the County's primary concern of maximum opportunity for employment of area residents and resident participation.

C. Interest of Members of the Training Center: No officer, employee or agent of the Training Center who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement.

14. DISPUTE RESOLUTION

In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this Agreement, the Parties shall first resort to mediation before a neutral mediator, mutually agreed to by the parties.

15. PROHIBITED ACTIVITY

The Community College and the Training Center are prohibited from using funds provided herein or personnel employed in the administration of this Agreement for political activities; sectarian or religious activities; lobbying, or political patronage.

16. SCOPE OF AGREEMENT

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

17. APPLICABLE LAW

This Memorandum of Understanding shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the first date written above.

**SANTA FE COUNTY BOARD OF
COUNTY COMMISSIONERS**

Michael D. Anaya, Chairman

ATTEST:

Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

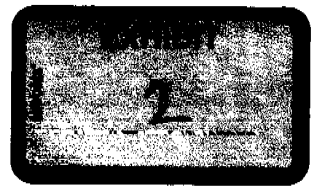
Stephen C. Ross, County Attorney

SANTA FE COMMUNITY COLLEGE

James N. McLaughlin, President

SANTA FE COMMUNITY COLLEGE TRAINING CENTER CORPORATION

James N. McLaughlin, President



Final—10/25/05

EXCERPT FROM A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
SANTA FE COUNTY

The Board of County Commissioners (the "Board"), as the governing body of Santa Fe County, State of New Mexico (the "County"), met in regular session in full conformity with law and the rules and regulations of the Board at the County Administration Building, 102 Grant Avenue, New Mexico, being the regular meeting place of the Board, on Tuesday, October 25, 2005, at the hour of 2:00 p.m. Upon roll call, the following members were found to be present:

PRESENT:

Chairman:

Members:

ABSENT:

ALSO PRESENT:

The Chairman announced that the Board would take action awarding the Santa Fe County, New Mexico General Obligation Bonds, Series 2005A, in the amount of \$20,000,000

(the "Bonds") in conformity with the Notice of Bond Sale issued by the Board on October __, 2005.

Board Member _____ thereupon moved that the Board accept the bid of Citigroup Global Markets Inc., for the purchase of the Bonds, being the best bid received for the Bonds.

The bid is as follows:

Maturity Date (July 1)	Principal Amount	Interest Rate
2006	\$4,150,000	5.500%
2007	3,400,000	5.500%
2008	500,000	4.000%
2009	500,000	4.000%
2010	250,000	4.000%
2011	250,000	4.000%
2012	250,000	4.000%
2013	250,000	4.000%
2014	500,000	4.000%
2015	750,000	4.000%
2016	750,000	4.000%
2017	750,000	4.000%
2018	750,000	4.000%
2019	750,000	4.000%
2020	750,000	4.100%
2021	1,250,000	4.250%
2022	1,250,000	4.250%
2023	1,250,000	4.250%
2024	1,250,000	4.375%
2025	450,000	4.375%

The motion was duly seconded by Board Member _____ and unanimously carried.

Board Member

thereupon introduced and Board Member

moved the adoption of the following resolution:

SANTA FE COUNTY, NEW MEXICO

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SANTA FE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2005A, IN THE PRINCIPAL AMOUNT OF \$20,000,000, 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, at a general obligation bond election duly called and held for Santa Fe County, State of New Mexico, (the "County") on the day of November 2, 2004, the electors of the County authorized the Board of Commissioners of Santa Fe County (the "Board") to contract bonded indebtedness on behalf of the County and upon the credit thereof by issuing general obligation bonds of the County to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized At Election	Amount Previously <u>Issued</u>	Amount to be <u>Issued</u>
acquisition, construction, design, equipping, and improvement of roads within the County and related public works facilities to house, maintain and service road improvement equipment	\$20,000,000	\$-0-	\$20,000,000
acquisition of real property for, and construction, design, equipping, rehabilitation and improvement of water improvement projects within the County	\$51,000,000	\$-0-	\$51,000,000
acquisition, construction, design, equipping and improvement of necessary public buildings within the County to house, maintain and	\$1,500,000	\$-0-	\$1,500,000

service fire protection equipment

WHEREAS, the Board has received and publicly opened sealed bids for the purchase of the Bonds and the Board has accepted the bid and awarded the Bonds to Citigroup Global Markets Inc., the best bidder for the Bonds; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO 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 establishing optional redemption features for the Bonds as set forth in the Notice of Bond Sale

published on behalf of the Board on October 12, 2005, and awarding the Bonds in the amount of \$20,000,000 to Citigroup Global Markets, Inc. (the "Purchaser").

Section 2.

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

Maturity Date (July 1)	Principal Amount	Interest Rate
2006	\$4,150,000	5.500%
2007	3,400,000	5.500%
2008	500,000	4.000%
2009	500,000	4.000%
2010	250,000	4.000%
2011	250,000	4.000%
2012	250,000	4.000%
2013	250,000	4.000%
2014	500,000	4.000%
2015	750,000	4.000%
2016	750,000	4.000%
2017	750,000	4.000%
2018	750,000	4.000%
2019	750,000	4.000%
2020	750,000	4.100%
2021	1,250,000	4.250%
2022	1,250,000	4.250%
2023	1,250,000	4.250%
2024	1,250,000	4.375%
2025	450,000	4.375%

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

Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on July 1, 2006, and semiannually thereafter on January 1 and July 1 in each year in which the Bonds are outstanding and shall mature on July 1 of each year set forth above.

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

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by the Santa Fe County Treasurer as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date

with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. The Bonds maturing on and after July 1, 2016, are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after July 1, 2015 in whole or in part at any time, in such order of maturities as the County may determine, for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar.

F. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The County shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to

the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds were authorized at a general obligation bond election duly called and held within the County on November 2, 2004. The Bonds shall constitute the general

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

Section 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 Santa Fe County Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the County, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The 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 and County Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Chairman of the Board and the County Clerk, pursuant to Sections 6-9-1 through 6-9-6, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if 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 office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent

may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest as is provided in Section 2 hereof; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as

provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the County.

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

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the

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

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

Notwithstanding any other provision of this Resolution, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent to the Depository as provided in this Resolution and by the Depository to its Participants or Indirect Participants 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 the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the County may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust

company located in and in good standing in the United States and having a shareholders equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 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
NO.

REGISTERED
\$

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2005A

Registered Owner:

Principal Amount:

DOLLARS

Interest Rate:
___% per annum

Maturity Date:
July 1, _____

Series Date:
December __, 2005

CUSIP:

The Board of Commissioners (the "Board") on the faith, credit and behalf of of Santa Fe County, New Mexico (the "County"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on July 1, 2006, and thereafter on January 1 and July 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 as registrar/paying agent (the County Treasurer and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date

and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the Bonds are issued in book-entry only form, an authorized officer of the County and the applicable securities depository may make other arrangements for the payments on the Bonds.

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

The series of Bonds of which this bond is one is limited to the total principal amount of \$20,000,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by Santa Fe County, New Mexico for the purpose of securing funds for (i) the acquisition, construction, design, equipping, and improvement of roads within the County and related public works facilities to house, maintain and service road improvement equipment and (ii) the acquisition of real property for, and construction, design, equipping, rehabilitation and improvement of water improvement projects within the County.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 4-49-1 *et seq.*, NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the resolution of the Board authorizing the publication of a notice of sale of the Bonds and duly adopted on September 27, 2005 (the "Notice of Sale Resolution") and the resolution of the Board awarding the Bonds to the best bidder therefore and duly adopted on October 25, 2005 (the "Award Resolution" and, together with the Notice of Sale Resolution, the "Bond Resolution").

The Bonds maturing on and after July 1, 2016, are subject to prior redemption at the County's option in one or more units of principal of \$5,000 on and after July 1, 2015 in whole or in part at any time, in such order of maturities as the County may determine, for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar.

The Registrar/Paying Agent will maintain the books of the County for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully

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

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

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

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

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the County in the issuance of this bond; that the total indebtedness of the County, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that issuance of this bond was duly authorized by the legally qualified voters of the County at an election held on November 2, 2004; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Board of Commissioners of Santa Fe County, New Mexico constituting the governing board of the County, has caused this bond to be signed and executed with the manual or facsimile signature of the Chairman of the Board and subscribed and attested with the manual or facsimile signature of the Santa Fe County Clerk, all as of the Series Date.

Mike Anaya, Chairman
Board of Commissioners
Santa Fe County, New Mexico

Attest:

Valerie Espinoza, County Clerk

[Form of 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 _____
Victor P. Montoya, Treasurer

[End of Form of Certificate of Authentication]

[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: _____

Address: _____

Signature Guaranteed:

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

[End of Form of Assignment]

[End of Form of Bond]

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 (provided that any accrued interest shall be used to pay principal of and interest on 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 within the County, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Resolution is hereby declared to be the certificate of the Board, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. The taxes, when collected, shall be kept by the County in the County's interest and sinking fund for the County's general obligation bonds to be to be used solely for the purpose of paying the principal of and interest on the County's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the County and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the County, which funds may be reimbursed from the

taxes herein provided for when the same are collected.

Section 11. The Chairman, County Clerk and other officers of the County be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the printing of the Bonds and the execution of such certificates as may be required by the Purchaser relating to the signing of the Bonds, the tenure and identity of County officials, the receipt of the purchase price of the Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

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

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, the Santa Fe County Treasurer and any other officer of the County having responsibility for the issuance of the Bonds shall give an appropriate certificate of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

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

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the County

with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

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

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the County hereby covenant to the purchasers and the holders of the Bonds from time to time that the County will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely

affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. 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 16. 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 17. The following notice shall be published one time in a newspaper having general circulation in the County as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Santa Fe County, New Mexico did on the 25th day of October, 2005, adopt a resolution entitled:

SANTA FE COUNTY, NEW MEXICO

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SANTA FE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2005A, IN THE PRINCIPAL AMOUNT OF \$20,000,000, 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 Santa Fe County, New Mexico, General Obligation Bonds, Series 2005A in the aggregate principal amount of \$20,000,000; awards the sale of the bonds to the best bidder therefor and provides for the delivery thereof; provides for the form of the bonds; provides for 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 offices of the Santa Fe County Clerk, 102 Grant Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 25th day of October, 2005.

/s/
Mike Anaya, Chairman
Board of Commissioners
Santa Fe County, New Mexico

[End Form of Notice]

Section 18. All acts and resolutions in conflict or inconsistent with this Resolution are hereby rescinded, annulled and repealed, but only to the extent of such conflict or inconsistency.

[Remainder of this Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED this 25th day of October, 2005.

BOARD OF COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO

By _____
Mike Anaya, Chairman

ATTEST:

Valerie Espinoza, County Clerk

Commission Member _____ then seconded the adoption of the foregoing resolution introduced by Commission Member _____.

The motion to adopt the 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 the motion, the presiding officer declared the motion carried and the resolution adopted, whereupon the Chairman and County Clerk signed the foregoing proceedings and resolution upon the records of the minutes of the Board.

After transaction of other business not related to the bond issue, the Board, upon motion duly made, seconded and carried, adjourned the meeting.

BOARD OF COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO

By
Mike Anaya, Chairman

ATTEST:

Valerie Espinoza, County Clerk

Exhibit "A"

Affidavit of Publication
Notice of Sale and Meeting

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MEMORANDUM OF AGREEMENT AMENDED AND RESTATED

This Amended and Restated Memorandum of Agreement (hereinafter referred to as MOA) is entered into by and between the Boards of Santa Fe County Commissioners (hereinafter referred to as "The County" or "SFC") and St. Vincent Hospital (hereinafter referred to as "SVH").

Section I – Statement of Purpose

The purpose of this agreement is twofold:

- 1). To establish a harmonious and productive collaboration between the County and SVH. This agreement addresses tasks of health and human service outreach, resource building, planning and coordination outlined in the Scope of Work that SVH will conduct with and for the benefit of the County.
- 2). This Agreement incorporates and restates the following previous Agreements:
 - Memorandum of Agreement signed and dated August 29, 2000
 - Memorandum of Agreement Amendment # 1 signed and dated February 13, 2001
 - Memorandum of Agreement Second Amendment signed and dated December 7, 2001
 - Memorandum of Agreement Third Amendment signed and dated January 5, 2002
 - Amendments and Modification to the Third Amendment signed and dated July 16, 2002
 - Memorandum of Agreement Fourth Amendment signed and dated September 18, 2002
 - Memorandum of Agreement Amended and Restated (Fifth Amendment) signed and dated March 3, 2003
 - Memorandum of Agreement Amended and Restated (Sixth Amendment) signed and dated March 9, 2004
 - Memorandum of Agreement Amended and Restated (Seventh Amendment) signed and dated June 15, 2004
 - Memorandum of Agreement Amended and Restated (Eighth Amendment) signed and dated December 12, 2004

Section II – Background

WHEREAS, public funding and budget cuts necessitate intensive community-wide planning and coordination of health and human service delivery for purposes of efficiency; and

WHEREAS, SVH is a not-for-profit corporation providing hospital inpatient and outpatient services for residents of the County and serving as a regional referral center for the region surrounding the County; and

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WHEREAS, SVH recognizes an ethical responsibility to provide health services to its community in accordance with its role as sole community provider, its corporate purposes as a tax-exempt charitable organization and its mission; and

WHEREAS, the cooperation between the County and SVH to coordinate and facilitate the effective delivery of health and human services will greatly increase local ability to access funding for these purposes; and

WHEREAS, the County and SVH shall utilize the established County Health Policy & Planning Commission (HPPC) for recommendations and assistance relative to the implementation of this agreement; and

WHEREAS, the provision of services as outlined below would contribute to SVH's fulfillment of its community and regional public health responsibilities; and

WHEREAS, the County and SVH desire to enter into this agreement and have been strongly encouraged to do so by public and private funding sources; and

WHEREAS, it is mutually recognized that this agreement shall not be construed to affect the jurisdiction of Federal, State, County or other local government agencies which exist as a matter of law.

NOW, THEREFORE be it understood that the parties shall work in good faith to implement the following:

Section III – Project Development and Implementation

A. Initiate Planning and Coordination of Health and Human Services Delivery

1. The processes set forth in this agreement are intended to outline the efforts that shall be conducted by SVH in conjunction with the County to plan and coordinate the efficient and culturally sensitive delivery of health and human services in Santa Fe County.
2. SVH will cooperate with the County to explore models for a countywide financing and delivery method for indigent health care services. This will include centralized case management, centralized data and billing systems, a specific scope of services, and the integration of substance abuse treatment and prevention with other health services.
3. SVH will cooperate with the County to create a coordinated delivery plan for health and human services to be endorsed by the County. The SFC HPPC has developed a County Health Plan, called "*A Call to Action*". SVH and the SFC will seek recommendations and input in the MOA development process and plans from the HPPC.

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B. Resource Development

1. SVH will cooperate with the County to seek local, state, federal and private resources on behalf of the County for programs serving County residents that will fall within the scope of the County and SVH endorsed plan across all segments of the health care process. This shall include private, public, and non-profit organizations.
2. SFC will cooperate with SVH to seek local, state, federal, and private resources on behalf of SVH for programs and services serving county residents.
3. SCF will submit at least two names to the Governance Committee of the Board of Directors for St. Vincent Hospital. The Governance Committee will review said recommendations from SFC for consideration for membership to the Board of Directors of St. Vincent Hospital. Appropriate action regarding said recommendations from SFC will be pursued, taking into account the requirements of the Board for specific special experience, and the Board's community diversity.

C. Advocacy and Outreach

1. SVH will cooperate with the County to develop or participate in the development of social impact statements addressing actions that might affect the well being of residents or the social fabric of Santa Fe County. SFC and SVH will work with the HPPC to accomplish this objective.
2. SVH will cooperate with the County to build community awareness and support through community education activities related to health and human services. SFC and SVH will work with the HPPC to accomplish this objective.
3. SVH will cooperate with the County to conduct outreach campaigns on topics affecting the health status of residents of Santa Fe County on an as-needed basis, at the request of the County and according to the will of the SVH Board of Directors and Administration. This shall be accomplished in coordination and partnership with the SFC HPPC.

Section IV – Assessment and Evaluation

SVH and SFC shall have equal representation on a Progress Review Committee (PRC) that shall serve as the evaluation team and working group for the progress of, and shall make the necessary decisions in regard to, the activities described herein. The PRC shall have the decision-making authority within budget categories in regard to all aspects of the MOA and all specified expenditures. The PRC shall consist of three members from SVH and three members from SFC, a member that is not associated with either SVH or SFC, and a representative from the Santa Fe County Health Policy and Planning Commission, as recommended by the PRC and approved by the SFC Board of County

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Commissioners and SVH. The SFC members and the SVH members shall be appointed by the County Manager in respect to the SFC members and by the President and CEO of SVH in respect to the SVH members. The PRC meetings may also be attended by staff of, and counsel to, SVH and SFC and serving in an advisory role. The PRC shall meet quarterly at a minimum. The PRC will receive, review and then submit the quarterly reports prepared by the PRC to the Board of County Commissioners and SVH Board of Directors.

PRC Quarterly Reports, for the remainder of the term of this amendment, shall be presented in the format as agreed to by SVH and SFC, and shall be presented to the Board of County Commissioners according to the following schedule:

Report for Period Ending	Date Presented to the BCC
December 31, 2005	March 28, 2006
March 31, 2006	June 27, 2006
June 30, 2006	September 26, 2006
September 30, 2006	December 26, 2006

SVH and SFC will work towards promoting and implementing outcome based evaluations that address Health Priorities stated in the 2002 Health Improvement Plan, "A Call to Action", as supported and endorsed by the BCC and developed by the SFC HPPC.

Section V – Community Benefit Standard

SVH requires that all expenditures it makes to others pursuant to this MOA further SVH's tax-exempt status as a charitable organization. To this end, SVH will require that all recipients of its funds attest annually, in a form satisfactory to SVH, to furthering the charitable purposes, allowable under its tax-exempt status, of the hospital.

Section V – Conflict Resolution

In the event of disagreement over the implementation or interpretation of this agreement, the parties agree to work together in good faith to resolve the disagreement. If these efforts are unsuccessful, either party may request that a mediation board be established. The mediation board shall be comprised of five (5) members, two (2) selected by each party and the fifth chosen by the four members so appointed. Decisions of the Board shall be by simple majority and shall be non-binding; however, the parties agree to participate in such mediation and to consider the board's decision in good faith.

Section VI – General Provisions

1. This Agreement shall be effective as of October 1, 2005 and continue in effect until September 30, 2006. MOA, Eighth Amendment, remains in effect until the effective date of this MOA.

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2. This Agreement shall be renegotiated in a format and process that is agreed to by SVH, SFC, and the SFC HPPC.
3. The dollar amounts set out under "Scope of Services" below represent SFC's and SVH's estimates of the amounts needed for each service over the course of the year. SVH does not undertake to expend more than the stated amount for any service.
4. In recognition of SVH's willingness to assume financial responsibility for certain County public health services that, at the present time, will continue to be provided by county personnel, SVH agrees to remit to SFC a monthly installment of \$ 503,334 starting on October 31, 2005 and ending on September 30, 2005. These payments which are to be considered interim payments pending study of the suitability of SVH assuming direct responsibility, shall encompass the following services, as further detailed under "Scope of Services":

Item IA :MOA Coordination
Item IIA :EMS Medical Services
Item IVE :Maternal and Child Health Care
Item VB :Ineligible Indigent Care
Item VC :PARA Transit/Senior Medical Transport
Item VD :Indigent Care Funding
Item VE :Medical Care for Residents in Custody

5. Nothing in this agreement shall be construed to give either party the power to bind the other to any agreement not approved by the second party's board, the Board of County Commissioners or the SVH Board, respectively.
6. This agreement in no way shall limit the ability or the authority or either party to seek their own resources, implement their own plans, or deliver services as they see fit.
7. Except as herein specifically set forth, all of the provisions of the Memorandum of Agreement entered into between the parties hereto, with the effective date of August 29, 2000 shall remain in full force and effect. This amendment supersedes in its entirety, the Memorandum of Understanding between St. Vincent Hospital and the County of Santa Fe dated February 15, 2000 and its terms and conditions shall be deemed terminated.
8. The Memorandum of Agreement Team ("MOA Team") is created to implement and administer the terms and conditions of the Agreement. The MOA Team shall be appointed by the SFC Manager and SVH. The MOA team is authorized to expend funds that have been designated, or award and expend funds up to \$ 10,000 within existing categories. For decision-making purposes, the MOA Team shall consist of two members from SFC and two members from SVH. Alternates, and replacements, may be designated by each party as necessary.

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9. Any services and funds not completed or expended in previous MOA and/or Amendments shall carryover until further disposition by the parties. On an annual basis before November 15, 2006 the MOA Team shall evaluate carry over funds for recommendation to SVH and SFC the PRC, and agreements shall be amended as if required to implement. Any recommendations that require a budget adjustment between categories must be approved by the Board of County Commissioners.

10. Negotiations for base funding for the FY-2007 MOA Amendment #10 "Other Community Programs" section shall begin at a level consistent with the funding level contained within this document (\$ 2,529,424). Detail of this is contained within Attachment #1.

11. It is the responsibility of both SVH and SFC to equally distribute the administrative responsibilities relative to this agreement. SVH will commit an appropriate amount of staff time to work on action items within the agreement. SFC will commit staff time to work on action items within the agreement.

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IN WITNESS THEREOF, the parties have executed this Amended and Restated Memorandum of Agreement on the dates below specified.

Michael Anaya, Chairman
Santa Fe County

Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Stephen Ross
Santa Fe County Attorney

Date

ST. VINCENT HOSPITAL

Alex Valdez, Esq.
President and CEO

Date

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SCOPE OF SERVICES

I. Coordination of Health and Human Services

- A. SVH will participate in the coordination/monitoring of the planning for, and delivery of, health services between SFC and SVH as outlined in this Agreement through the development of liaison activity between the two entities.

FY-2006 Cost: \$165,000

- B. SVH intends to assist SFC with the provision of the following array of health and human services:

- EMS Medical Services
- Santa Fe Care Connection
- Mobile Healthcare Unit
- Health Services in Santa Fe County
- Healthcare Marketing and Outreach
- County Health Days
- Maternal and Child Health Care
- Clinic Healthcare Support
- PARA Transit\Senior Medical Transport
- Indigent Care Funding
- Medical Care for Inmates in Custody

This shall be done either through the establishment of a unique SVH department, or through a contractual arrangement with another entity or affiliate. SVH will fund this activity on an annual basis necessary to coordinate services and provide direct care where required.

II. Emergency Medical Services

A. Staffing of EMS Stations

SVH agrees to assist SFC with the provision of Emergency Medical Services twenty-four (24) hours a day, seven (7) days a week at four (4) EMS stations located in the four quadrants of Santa Fe County. The provision of these services includes funding the cost of Emergency Medical Technicians and Dispatchers at each location.

DRAFT**FY-2006 Cost:****\$2,919,890****III. CARE COORDINATION****A. Santa Fe Care Connection**

SVH will assist SFC with the provision of screening, assessment, referral, and treatment services for individuals that are in need of mental health services, alcohol and substance abuse treatment and/or in-patient services. Staff workers made up of Screeners and Compliance Monitors will provide the services

The funding for this program, as designated below, may be used for amongst other things, to purchase, lease, renovate or construct a facility or for the administration/operations of the program.

Referral of Patients to Center:

Patients will be referred to the center from a variety of stakeholders.

Referral Sources for Patients:

Patients will be referred to a variety of providers for the provision of care.

SFC will report to SVH, no later than 07/01/05, in accordance with Section V of this MOA.

FY-2006 Initial Cost:	\$585,000
Agreed Upon Reduction in Cost	\$(62,192)
FY-2006 Final Cost:	\$522,808

IV. HEALTH EDUCATION & OUTREACH**A. Mobile Healthcare Unit**

The funding for the program, as designated below, may be used for, amongst other things, to procure, lease, operate, equip, purchase or maintain a mobile healthcare unit to be used to provide healthcare screening, assessment and treatment to Santa Fe County residents. A reserve fund for non-routine maintenance will be established and maintained in the amount of \$ 25,000. ~~The Progress Review Committee will designate a fiscal agent for this reserve fund.~~

FY-2006 Cost:**\$350,000****B. Health Services in Santa Fe County (See Attachment #1)**

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SVH agrees to deliver, or contract for the delivery of, health services to Santa Fe County residents per Attachment #1. The method of delivery of these services, and dollar amounts devoted to specific services shall be determined by the PRC.

Services may include:

Funding on-call and locum-physicians at St. Vincent Hospital to ensure coverage in St. Vincent Hospital's Emergency and Trauma Center.

Coordinating with SFC and public school systems serving Santa Fe County residents to deliver Project ANN dental and vision services.

Developing a software program to better serve indigent clients of Santa Fe County Healthcare Assistance Program.

Researching and contractually delivering, when developed, a program that can reimburse private physicians treating Santa Fe County residents. The Progress Review Committee will have the authority to designate the vehicle for delivery of the program, limit the number and type of participating physicians and clients, as well as defining the eligibility of clients.

FY-2006 Initial Cost:	\$714,000
Agreed Upon Reduction in Cost	\$(37,134)
Prior Year Carryover Cost (One-Time Funding Available Until Used)	\$111,000
FY-2006 Final Cost	\$787,866

C. Healthcare Marketing and Outreach

SVH agrees to provide and coordinate marketing and outreach services in order to inform all citizens of SFC in a consolidated manner of the health and human services available to them. Included in the effort is the promotion of collaboration among the various service providers.

FY-2006 Cost: **\$38,000**

D. County Health Day(s)

SVH agrees to participate in a County Health Days for the benefit of the residents of Santa Fe County and SFC employees. The Health Days may include a variety of screenings and the capacity for referrals from a location provided to SVH by SFC. These funds may also be used by SVH and SFC to provide other health programs and benefits to Santa Fe County residents and employees.

FY-2006 Cost: **\$10,000**

DRAFT**E. Maternal Child Health Community Infant Project**

SVH will assist SFC with the provision of maternal child health services to include, at a minimum, home visits and parenting skills, as well as the administration of the program itself, as required.

The current service providers and cost per year are:

FY-2006 Cost: **\$180,000**

V. COUNTY HEALTH CARE PROVISION AND UNDERWRITING**A. Clinic Healthcare Support (See Attachment #1)**

SVH agrees to provide technical assistance, provider support, and any other assistance or support deemed necessary by SVH and SFC; to health care clinics, and other organizations, including St. Vincent Hospital, as solely determined by SVH and SFC, serving Santa Fe County residents, using a needs-based methodology.

FY-2006 Initial Cost:	\$509,000
Agreed Upon Reduction in Cost	\$(87,250)
Prior Year Carryover Cost (One-Time Funding Available Until Used)	\$399,000
FY-2006 Final Cost	\$820,750

B. PARA Transit/Senior Medical Transport

SVH will assist SFC with the provision of transportation and outreach services to the handicapped and senior citizens of SFC.

FY-2006 Cost: **\$85,000**

C. Indigent Care Funding

SVH agrees to assist SFC in providing indigent care to Santa Fe County residents.

FY-2006 Cost: **\$1,915,120**

D. Medical Care for Residents in Custody

SVH agrees to assist SFC in providing indigent primary care to Santa Fe County residents.

FY-2006 Cost: **\$775,000**

Total Cost of Services within the Scope of Services:

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FY-2006 Initial Cost:	\$8,601,010
Agreed Upon Reduction in Cost	\$ (186,576)
Prior Year Carryover Cost (One-Time Funding Available Until Used)	\$ 510,000
FY-2006 Final Cost	\$8,569,434