

# SANDOVAL COUNTY ADMINISTRATIVE OFFICES



## BOARD OF COUNTY COMMISSIONERS

### **SANDOVAL COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA COMMISSION CHAMBERS OCTOBER 19, 2017 - 6 P.M.**

**DON G. CHAPMAN**  
District 3, Chairman

**DAVID J. HEIL**  
District 4, Vice Chairman

**DR. JF. HOLDEN-RHODES**  
District 1

**JAY C. BLOCK**  
District 2

**F. KENNETH EICHWALD**  
District 5

**DIANNE MAES**  
County Manager

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTIONS & ANNOUNCEMENTS
4. COMMENTS FROM THE PUBLIC
5. PRESENTATIONS & PROCLAMATIONS

Requesting the Board of County Commissioners Proclaim the week of October 23 to October 31, 2017 as Red Ribbon Week.  
(Diana Lopez, Program Manager for Juvenile Justice)

6. APPROVAL OF AGENDA
7. CONSENT AGENDA  
(Dianne Maes, County Manager)

A. Approval of Minutes from the Regular Meeting of October 5, 2017

B. Approval of the following Budget Resolutions:

(1) No. 10-19-17.B(1) / Senior Program Various Budgets / Increase Budgets to Reflect the Total Approved Funding for Current Fiscal Year / \$27,205

(2) No. 10-19-17.B(2) / DWI Department Budgets / Reduce Budgets to Reflect Reduction in Funding from the NM Department Finance and Administration for Current Fiscal Year / (\$12,000)

(3) No. 10-19-17.B(3) / Emergency Services Department Budgets / Increase Budget to Reflect Actual Funding Awarded from the EMS Bureau and Department of Health EMS Fund Act Local System Improvement Project / \$26,542

(4) No. 10-19-17.B(4) / Senior Program Budget / Increase Budget to Reflect One Time Incentive Funds Approved for Current Fiscal Year / \$6,626

(5) No. 10-19-17.B(5) / Legislative Budget / Increase Budget to Reflect Capital Appropriations Funding from the NM Aging and Long-Term Services Department for Meals Equipment for Placitas Community/Senior Center / \$5,700

C. Approval of the State of New Mexico Aging and Long-Term Services Department Contract for Legislative Capital Outlay Funding for the Bernalillo Senior Center/ \$480,000.

D. Approval to Surplus One (1) 2008 Ford Econoline Club Wagon (VIN# 1FBSS31L6WHB68494) and Approve Title Transfer to the City of Rio Rancho in Exchnage for a 2008 Protrak 31" Gooseneck Trailer (VIN# 5BNDG31246W001329).

8. DIVISION OF PLANNING & ZONING  
(Michael Springfield, Director)

A. Request for a Motion to Adopt Ordinance Number 10-19-17.8A Approving the Oil and Gas Ordinance.

B. Motion to Appoint Mr. Peter Adang (District 1) to the Planning and Zoning Commission for the remainder of a (2) year term expiring April 30, 2019 .

9. OFFICE OF THE COUNTY MANAGER  
(Dianne Maes, County Manager)

A. Request for a Motion to Adopt Resolution. No 10-19-17.9A Declaring the Intent of the Board of County Commissioners Authorize the Issuance of the Sandoval County, New Mexico Energy Efficiency Lease-Purchase Agreement, with the Intent to Guarantee Utility Savings Contract and Escrow Agreement.

B. Request for a Motion to Adopt Resolution No. 10-19-17.9B Establishing the Legislative Policy and Capital/Funding Requests for Sandoval County.

10. OFFICE OF THE COUNTY CLERK  
(Bernice Chavez, Bureau of Elections Manager)

Request for a Motion to Adopt Resolution No. 10-19-17.10 Designating the Polling Places for the 2018 Primary and General Elections

11. DIVISION OF PUBLIC WORKS  
(Tommy Mora, Jr., Director)

Approval to Publish and Post the Environmental Solid Waste Ordinance Amending Ordinance No. 03-11-16.16A to Accept Household Waste Collections in the Unincorporated Areas of Sandoval County.

12. COMMENTS FROM THE COMMISSIONERS
13. ADJOURN

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Sharon Torres, Community Services  
**Commissioner Sponsored:** No  
**District:** N/A - Not Commissioner Sponsored  
**Agenda:** Proclamation

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**Information**

**Action Requested:**

Requesting the Board of County Commissioners Proclaim the week of October 23 to October 31, 2017 as Red Ribbon Week.  
(Diana Lopez, Program Manager for Juvenile Justice)

**Why Action Is Necessary (Summary):**

The Red Ribbon Campaign will be on October 23 to October 31, 2017. This campaign will promote family and individual responsibility for healthy living, drug free lifestyles, without illegal drugs or the use of illegal drugs. Events have been scheduled throughout Sandoval County.

**Recommendations:**

Approve the Proclamation for Red Ribbon Week -October 23 to October 31, 2017.

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
AR 10/06/17	HRS 10/9/17	DM 11/12/17	-----

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**Attachments**

Proclamation Red Ribbon Campaign  
Red Ribbon Events Schedule

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# **PROCLAMATION**

**By**

## **BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY**

### **Red Ribbon Week – October 23, 2017 – October 31, 2017**

**WHEREAS**, the Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

**WHEREAS**, success will not occur overnight, our patience and continued commitment to drug and alcohol education and prevention are imperative; and

**WHEREAS**, Sandoval County residents can influence positive change through participation in Substance Abuse Prevention activities; and

**WHEREAS**, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

**WHEREAS**, there are many activities planned during the Red Ribbon Week Campaign at various schools in Sandoval County, including but not limited to The ASK Academy in Rio Rancho, Bernalillo Middle School and Independence High School in Rio Rancho, NM.

**WHEREAS**, Sandoval County Board of County Commissioners urges all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in Sandoval County to support efforts that will increase community awareness, understanding and action to address Drug Abuse in our community; and

***THEREFORE, BE IT PROCLAIMED*** the governing body of Sandoval County, the Board of County Commissioners in recognition of all Substance Abuse Prevention efforts, do hereby designate October 23, 2017 – October 31, 2017 as **2017 RED RIBBON WEEK**.

***DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, THIS 19th DAY OF OCTOBER 2017.***

**BOARD OF COUNTY COMMISSIONERS  
OF SANDOVAL COUNTY**

**Attest:**

\_\_\_\_\_  
Eileen Garbagni, County Clerk

**Approved As To Form:**

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Don G. Chapman, Chairman

\_\_\_\_\_  
David J. Heil, Vice Chair

\_\_\_\_\_  
Dr. James F. Holden-Rhodes, Member

\_\_\_\_\_  
Jay C. Block, Member

\_\_\_\_\_  
F. Kenneth Eichwald, Member



# Red Ribbon Week

Sandoval County DWI and Prevention Program  
October 23rd - 31st 2017

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- All Week**      **Drug Prevention E-mail** - Sent to all county employees once per day from October 23rd through October 31st . On October 23rd the History of Red Ribbon Week along with the 2017 Red Ribbon Week Proclamation will be included in the email.
- Monday**  
10/23      **Drug and Alcohol Awareness Presentation** - Judith Lovato, Sandoval County DWI Preventionist , will conduct Substance Abuse Prevention Presentations at Independence High School, in Rio Rancho, NM. This is a morning event beginning at 8:30am and ending at 10:30am.
- Tuesday**  
10/24      **Drug and Alcohol Prevention Presentation** - Judith Lovato, Sandoval County DWI Preventionist, will conduct Substance Abuse Prevention Presentations to the Dare to Be You Classes at The ASK Academy, in Rio Rancho, NM beginning at 8am.
- Wednesday**  
10/25      **Drug and Alcohol Prevention Presentation** - Judith Lovato, Sandoval County DWI Preventionist, will conduct Substance Abuse Prevention Presentations to all Dare to Be You Classes at Bernalillo Middle School, in Bernalillo, NM. This is an all day event beginning at 8am.
- Thursday**  
10/27      **“Red Rally Day”**-All County Employees are encouraged to wear **Red** this day in recognition of Red Ribbon Week.
- Friday**  
10/24      **Drug and Alcohol Awareness Presentation** - Judith Lovato, Sandoval County DWI Preventionist, will join the students of Bernalillo Middle School in their “Plant a promise” activity . They will be making a promise to abstain from drug and alcohol use and plant a tulip bulb with their promise on school grounds, students will then see their promise grow and bloom in the spring.

# Red Ribbon Week

Sandoval County DWI and Prevention Program  
October 23rd - 30th 2017

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\*Visitors are welcome at all events and must check in at front office of each location.\*

**Please wear your Red Ribbon all week!**

For More Information Please Contact:

Judith Lovato, Sandoval County DWI & Prevention Program  
(505) 867-7653 or (505) 508-8655

**“Schools and communities unite with the common goal of raising a generation of drug free youth.”**



**Sandoval County Board of County Commissioners**

**Regular Meeting**

**Meeting Date:** 10/19/2017

**Requestor:** Anne Brady, Clerk's Office

**Item:** Minutes

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**Information**

**Summary:**

Approval of Minutes from the Regular Meeting of October 5, 2017

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**Attachments**

October 5, 2017 Regular Meeting

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**SANDOVAL COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
COMMISSION CHAMBERS  
OCTOBER 5, 2017 – 6 P.M.**

**1. CALL TO ORDER**

Chairman Chapman called meeting to order at 6:02 p.m. Present were Chairman Chapman, Vice Chairman Heil, Commissioner Eichwald, Commissioner Block, Commissioner Holden Rhodes.

**2. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Chairman Chapman

**3. INTRODUCTIONS & ANNOUNCEMENTS**

Chairman Chapman stated the Board of Commissioners met in a closed session earlier in the day and requested a motion to come out of closed session.

Commissioner Heil motion. Second by Commissioner Block. Chief Deputy Anne Brady called for vote. Motion passed. Vote was unanimous.

Commissioner Block introduced Jim Warner.

Asked about the tie, October is Breast Cancer Awareness month. My mother who was very dear to my heart passed from Breast Cancer.

Also involved in Storehouse West in Rio Rancho (Socktober) Storehouse West is in need of Donations. Items you can donate would be helpful.

Commissioner Block asked for a moment of silence for the Tragic shooting in Las Vegas, Nevada, and for Lisa Romero Nunez. She was a Mother and a school teacher.

Commissioner Chapman introduced City Councilor Cheryl Everitt and Association of Counties Santiago Chavez.

**4. COMMENTS FROM THE PUBLIC**

Several interested spoke about the Right to Work subject.

County Treasurer, Laura Montoya, requested the County Commission to look at the Ethics document that was drafted and the way it was formulated.

**5. APPROVAL OF AGENDA**

Commissioner Block made a motion to approve, Second by Commissioner Heil. Deputy Clerk Anne Brady called for vote. Motion passed. Vote was unanimous.

**6. CONSENT AGENDA**

(Dianne Maes, County Manager)

Commissioner Heil motioned to approve, second by Commissioner Block. Vote was called by Chief Deputy Clerk, Anne Brady. Motion passed. Vote was unanimous.

- a. Approval of Minutes from the Regular Meeting of September 21, 2017  
Commissioner Heil motion to approve, second by Commissioner Block. Vote was called by Chief Deputy Clerk, Anne Brady. Motion passed. Vote was unanimous.
- b. Approval of the Juvenile Justice Continuum Grant Application for FY 2018-2019 with NM Children, Youth and Families Department \$209,500.00.  
Commissioner Heil volunteered. Commissioner Block made a motion to approve, second by Commissioner Holden Rhodes. Vote was called by Chief Deputy Anne Brady. Motion passed. Vote was unanimous.

7. OFFICE OF THE COUNTY MANAGER  
(Dianne Maes, County Manager)

- A. Request for a Motion to Ratify Nominees from the BOCC to serve on the North Central New Mexico Economic Development District Board of Directors and  
Instruct the County Manager to Inform Pertinent Agency of the Ratified Member.  
County Manager Dianne Maes is requesting a representative from Sandoval County held by former Commissioner James Dominguez. Commissioners now need to appoint or vote for a representative. Commissioner Eichwald has volunteered to represent Sandoval County in that capacity. Commissioner Block motion to approve, Commissioner Holden Rhodes second the motion. Chief Deputy Clerk Anne Brady. Motion passed. Vote was unanimous.
- B. Request for a Motion to Allow the Board of County Commission to Discuss and Approve the New Mexico Association of Counties Resolution No. 10-5-17-7B in Support of their 2018 Legislative Policies.  
Representative Santiago Chavez from NMAC, stating that some Municipalities asked to opt-out and do not want Elections done through the Counties because of the cost. Commissioner Chapman stated that elections should be left the same and am voting no on this.  
Commissioner Heil motion to approve, second by Commissioner Block. Chief Deputy Anne Brady called the vote. Motion passed. Commissioner Chapman voted no.

8. SANDOVAL COUNTY COMMISSION  
(David Heil, Vice Chairman)

- A. Request for a Motion to Adopt Resolution No.10-05-17.BA, Authorizing the New Mexico State Transportation Commission to Consider Designating New Mexico 347/ Paseo Del Volcan as the Pete V. Domenici Boulevard.  
Commissioner Heil read Resolution, requesting for Sandoval County to consider designating New Mexico 347 Paseo Del Volcan as the Pete V. Domenici Boulevard. Commissioner Heil moved approval of resolution. Second by Commissioner Eichwald. Chief Deputy Anne Brady called the vote. Motion passed. Motion was unanimous.
- B. Request for a Motion to Discuss the Proposed Right to Work Ordinance.  
Several residents spoke on the Right to Work Ordinance.

9. CLOSED SESSION

- A. To Discuss Detention Center Collective Bargaining Pursuant to NMSA 1978 Section 10-15-1(H)(5).

Chairman requested a motion to go into closed session to discuss Detention Center Collective Bargaining Pursuant to NMSA 1978 Section 10-15-1 (H)(5)

- B To Discuss Threatened Litigation Regarding the Right to Work Ordinance in Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1(H)(7), Which Provides an Exception to the Requirements of the Open Meetings Act For Attorney-Client Privileged Communication Pertaining to Threatened or Pending Litigation.

Commissioner Chapman motion to go into closed session at 8:48 p.m.to discuss threatened litigation regarding the right to work ordinance in accordance with the Open Meetings Act, which provides an exception to the requirements of the Open Meetings Act for Attorney-Client Privileged Communication Pertaining to Threatened or Pending Litigation and to discuss the Detention Center Collective Bargaining Pursuant to NMSA 1978 Section 10-15-1(H)(5)

Commissioner Chapman motion to come back into session at 9:40p.m. Commissioner Heil second the motion. Chief Deputy Anne Brady called the vote. Motion passed. Motion was unanimous.

The matters in the closed meeting were limited only to those specified in the motion for closure.

10. COMMENTS FROM THE COMMISSIONERS

Commissioner Block spoke about the disagreement of the remarks that were stated by Commissioner Holden Rhodes towards teachers and nationalities.

Asked County Manager about the task force that is being worked on.

Potential amendments in regards to the Oil and Gas ordinance. Director Springfield from Planning and Zoning states that items stated will be on the Meeting of the 19<sup>th</sup> of October only because they can discuss if they wish but cannot motion on the Oil and Gas ordinance.

Commissioner Chapman stated he met on October 4, with the Representatives from the Pueblo of San Felipe. Discussion was on Encroachments, Better Communication, Publized meetings on Oil and Gas, and Jurisdication. Commissioner Chapman stated he wants to receive an agenda for the next Tribal meeting.

Commissioner Eichwald stated he attended a meeting with County Sheriff's representative at San Felipe Pueblo about Highway 313.

10. ADJOURN

Meeting adjourned at 10:01 p.m.

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017

**Requestor:** Mary Jo Trujillo, Administration

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**Information**

**Summary:**

Approval of the following Budget Resolutions:

- (1) No. 10-19-17.B(1) / Senior Program Various Budgets / Increase Budgets to Reflect the Total Approved Funding for Current Fiscal Year / \$27,205
  - (2) No. 10-19-17.B(2) / DWI Department Budgets / Reduce Budgets to Reflect Reduction in Funding from the NM Department Finance and Administration for Current Fiscal Year / (\$12,000)
  - (3) No. 10-19-17.B(3) / Emergency Services Department Budgets / Increase Budget to Reflect Actual Funding Awarded from the EMS Bureau and Department of Health EMS Fund Act Local System Improvement Project / \$26,542
  - (4) No. 10-19-17.B(4) / Senior Program Budget / Increase Budget to Reflect One Time Incentive Funds Approved for Current Fiscal Year / \$6,626
  - (5) No. 10-19-17.B(5) / Legislative Budget / Increase Budget to Reflect Capital Appropriations Funding from the NM Aging and Long-Term Services Department for Meals Equipment for Placitas Community/Senior Center / \$5,700
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**Attachments**

2017 Budget Resolutions (5)

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# SANDOVAL COUNTY ADMINISTRATIVE OFFICES

## Budget Resolution No. 10-19-17.B(1)

WHEREAS, a regular scheduled meeting of the Board of County Commissioners of Sandoval County was held on October 19, 2017; and

WHEREAS, the Board of County Commissioners of Sandoval County deem it necessary to increase various Senior Program budgets as follows:

<i>DFA Senior Program</i>			<i>Current Budget</i>	<i>+ / - Expenses</i>	<i>+ / - Revenue</i>	<i>New Budget Totals</i>
219	5270-15-134-47040	Training Expense	\$0.00	\$2,425.00	\$0.00	\$2,425.00
219	5270-00-000-34306	Revenue-RSVP	\$46,075.00	\$0.00	\$2,425.00	\$48,500.00
		Total Adjustment:		\$2,425.00	\$2,425.00	
219	5260-15-125-44010	Bldg Repairs/Maint	\$1,500.00	\$2,000.00	\$0.00	\$3,500.00
219	5260-15-125-44020	Maintenance Cont	\$2,000.00	\$450.00	\$0.00	\$2,450.00
219	5260-15-125-44042	Cleaning Supplies	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00
219	5260-15-125-44044	Sr. Ctr Repairs	\$2,000.00	\$2,000.00	\$0.00	\$4,000.00
219	5260-15-125-47040	Training Expense	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00
219	5260-99-000-34302	Revenue-IIIB	\$398,789.00	\$0.00	\$6,450.00	\$405,239.00
		Total Adjustment:		\$6,450.00	\$6,450.00	
219	5260-15-126-44010	Bldg Repairs/Maint	\$1,500.00	\$2,000.00	\$0.00	\$3,500.00
219	5260-15-126-44040	Vehicle Maint	\$3,300.00	\$929.00	\$0.00	\$4,229.00
219	5260-15-126-44044	Sr. Ctr Repairs	\$5,000.00	\$1,500.00	\$0.00	\$6,500.00
219	5260-99-000-34302	Revenue-HB-2	\$405,239.00	\$0.00	\$4,429.00	\$409,668.00
		Total Adjustment:		\$4,429.00	\$4,429.00	
219	5260-15-127-43030	Gasoline	\$13,000.00	\$1,000.00	\$0.00	\$14,000.00
219	5260-15-127-44040	Vehicle Maint	\$3,081.00	\$1,000.00	\$0.00	\$4,081.00
219	5260-15-127-46011	Feedubg & Food	\$42,470.00	\$2,548.00	\$0.00	\$45,018.00
219	5260-15-127-46012	Kitchen Supplies	\$11,500.00	\$2,000.00	\$0.00	\$13,500.00
219	5260-99-000-34302	Revenue-IIIB	\$409,668.00	\$0.00	\$6,548.00	\$416,216.00
		Total Adjustment:		\$6,548.00	\$6,548.00	
219	5260-15-191-44042	Cleaning Supplies	\$1,750.00	\$268.00	\$0.00	\$2,018.00
219	5260-15-191-46934	Program Developme	\$750.00	\$2,000.00	\$0.00	\$2,750.00
219	5260-99-000-34302	Revenue-IIIB	\$416,216.00	\$0.00	\$2,268.00	\$418,484.00
		Total Adjustment:		\$2,268.00	\$2,268.00	

DFA GL	Description	Current Budget	+/- Expenses	+/- Revenues	New Budget
219 5260-15-190-46010	Office Supplies	\$ 855.00	\$936.00		\$1,791.00
219 5260-99-000-34302	Revenue-HB-2	\$ 418,484.00	\$0.00	\$936.00	\$419,420.00
	<b>Total Adjustment:</b>		<b>\$936.00</b>	<b>\$936.00</b>	
219 5260-15-122-43030	Gasoline	\$ 2,518.00	\$357.00		\$2,875.00
219 5260-99-000-34302	Revenue-HB-2	\$ 419,420.00	\$0.00	\$357.00	\$419,777.00
	<b>Total Adjustment:</b>		<b>\$357.00</b>	<b>\$357.00</b>	
219 5260-15-132-41020	Full Time Salaries	\$ 39,000.00	\$9,473.00	\$0.00	\$48,473.00
219 5260-15-132-42020	FICA	\$2,984.00	\$724.00	\$0.00	\$3,708.00
219 5260-99-000-34310	Revenue -Title 5	\$42,039.00	\$0.00	\$10,197.00	\$52,236.00
	<b>Total Adjustment:</b>		<b>\$10,197.00</b>	<b>\$10,197.00</b>	
219 5260-15-133-46011	Feeding & Food	\$100,000.00	\$27,205.00	\$0.00	\$127,205.00
219 5260-99-000-35310	NSIP-Federal	\$100,000.00	\$0.00	\$27,205.00	\$127,205.00
	<b>Total Adjustment:</b>		<b>\$27,205.00</b>	<b>\$27,205.00</b>	

AND WHEREAS, this adjustment will reflect the total approved funding for current fiscal year. Various Senior Program funding contracts have now been finalized and resolutions are needed to reflect actual amounts awarded for FY 2017-2018.

NOW THEREFORE BE IT RESOLVED that after approval by the Local Government Division of the Department of Finance and Administration the above increase be made.

DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, 19<sup>th</sup> DAY OCTOBER, 2017.

ATTEST:

SANDOVAL COUNTY COMMISSION

Eileen Garbagni, County Clerk

Don Chapman – Chairman

David J. Heil - Vice Chairman

Dr. J. F. Holden-Rhodes - Member

Jay C. Block - Member

F. Kenneth Eichwald - Member



# SANDOVAL COUNTY ADMINISTRATIVE OFFICES

## Budget Resolution No. 10-19-17.B(2)

WHEREAS, a regular scheduled meeting of the Board of County Commissioners of Sandoval County was held on October 19, 2017; and

WHEREAS, the Board of County Commissioners of Sandoval County deem it necessary to reduce the DWI Department budgets as follows:

DFA			<i>Current Budget</i>	<i>+ / - Expenses</i>	<i>+ / - Revenue</i>	<i>New Budget Totals</i>
223	5020-99-000-31683	Revenues- Screening I	\$22,611.00	\$0.00	\$4,407.00	\$27,018.00
223	5020-15-117-42050	Group Insurance	\$0.00	\$4,407.00		\$4,407.00
				\$4,407.00	\$4,407.00	
223	5020-99-000-31681	Revenue-Scram Fees	\$7,809.00	\$0.00	\$6,862.00	\$14,671.00
223	5020-15-114-45907	Bern/Cuba Offenders	\$7,809.00	\$6,612.00	\$0.00	\$14,421.00
223	5020-15-114-45939	Client Refund	\$0.00	\$250.00	\$0.00	\$250.00
				\$6,862.00	\$6,862.00	
223	5020-99-000-31682	Revenue- Prob Fees	\$37,833.00	0	(\$2,516.00)	\$35,317.00
223	5020-15-112-46928	Drug Testing	\$ 7,983.00	\$ (2,516.00)	\$ -	\$5,467.00
				\$ (2,516.00)	\$ (2,516.00)	
223	5020-99-000-31680	Revenue-Drug Test	\$ 1,390.00	\$ -	\$ 760.00	\$2,150.00
223	5020-15-184-45907	Bern/Cuba Offenders	\$1,390.00	\$760.00		\$2,150.00
				\$ 760.00	\$ 760.00	
223	5020-99-000-31684	Revenue-Treatment	\$9,699.00	\$0.00	\$1,178.00	\$10,877.00
223	5020-15-170-45907	Bern/Cuba Offenders	\$9,599.00	\$1,178.00	\$0.00	\$10,777.00
				\$1,178.00	\$1,178.00	
223	5020-99-000-31685	Revenue-Juvenile Adj	\$35,000.00	\$0.00	(\$12,000.00)	\$23,000.00
223	5020-15-189-45030	Professionnal Serv	\$35,000.00	(\$12,000.00)	\$0.00	\$23,000.00
				(\$12,000.00)	(\$12,000.00)	

AND WHEREAS, this adjustment is requested in order to reflect a reduction in funding from the New Mexico Department of Finance and Administration for current Fiscal Year 2017-2018, as well as adjustments to the amount of fees that are projected to be collected in current year.

NOW THEREFORE BE IT RESOLVED that after approval by the Local Government Division of the Department of Finance and Administration the above decreases and increases be made.

DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, 19<sup>th</sup> DAY OF  
OCTOBER, 2017.

ATTEST:

SANDOVAL COUNTY COMMISSION

\_\_\_\_\_  
Eileen Garbagni, County Clerk

\_\_\_\_\_  
Don Chapman – Chairman

\_\_\_\_\_  
David J. Heil - Vice Chairman

\_\_\_\_\_  
Dr. J. F. Holden-Rhodes - Member

\_\_\_\_\_  
Jay C. Block - Member

\_\_\_\_\_  
F. Kenneth Eichwald - Member

# SANDOVAL COUNTY ADMINISTRATIVE OFFICES

## Budget Resolution No. 10-19-17.B(3)

WHEREAS, a regular scheduled meeting of the Board of County Commissioners of Sandoval County was held on October 19, 2017; and

WHEREAS, the Board of County Commissioners of Sandoval County deem it necessary to increase the Emergency Services Department budgets as follows:

DFA	General Ledger	Name	Current Budget	+/- Expenses	+/- Revenue	New Budget
206	4035-00-000-33140	Revenue - EMS	\$13,646.00	\$0.00	\$23.00	\$13,669.00
206	4035-17-076-46901	Medical Supplies	\$6,694.00	\$23.00		\$6,717.00
206	4035-00-000-33130	Revenue-EMS-State	\$0.00	\$0.00	\$26,500.00	\$26,500.00
206	4035-17-076-48013	EMS Bureau-Local Systems Improve-State	\$0.00	\$26,500.00		\$26,500.00
206	4037-00-000-33140	Revenue-Santo Domingo	\$9,194.00		\$8.00	\$9,202.00
206	4037-17-078-46934	Program Development	\$9,194.00	\$8.00		\$9,202.00
206	4038-00-000-33140	Revenue-Jemez Pueblo	\$9,028.00		\$6.00	\$9,034.00
206	4038-17-079-46901	Medical Supplies	\$9,028.00	\$6.00		\$9,034.00
206	4049-00-000-33140	Revenue-Navajo Nations	\$6,571.00		\$5.00	\$6,576.00
206	4049-17-183-46934	Program Development	\$3,270.00	\$5.00		\$3,275.00
				\$26,542.00	\$26,542.00	

AND WHEREAS, this adjustment is requested in order to reflect actual funding awarded from the EMS Bureau as well as a new grant from the Department of Health EMS Fund Act Local System Improvement Project. This funding will be used to purchase a Life-Pak 15 and will expire at the end of current Fiscal Year 2018.

NOW THEREFORE BE IT RESOLVED that after approval by the Local Government Division of the Department of Finance and Administration the above increases be made.

DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, 19<sup>th</sup> DAY OF OCTOBER, 2017.

ATTEST:

SANDOVAL COUNTY COMMISSION

Eileen Garbagni, County Clerk

Don Chapman – Chairman

David J. Heil - Vice Chairman

Dr. J. F. Holden-Rhodes - Member

Jay C. Block - Member

F. Kenneth Eichwald - Member

# SANDOVAL COUNTY ADMINISTRATIVE OFFICES

## Budget Resolution No. 10-19-17.B(4)

WHEREAS, a regular scheduled meeting of the Board of County Commissioners of Sandoval County was held on October 19, 2017; and

WHEREAS, the Board of County Commissioners of Sandoval County deem it necessary to increase the Senior Program budget as follows:

DFA	General Ledger	Name	Current Budget	+/- Expenses	+/- Revenue	New Budget
206	5260-99-000-34310	Revenue-Sr. Employment	\$42,039.00	\$0.00	\$2,540.00	\$44,579.00
206	5260-15-132-43033	Care & Support	\$0.00	\$2,540.00		\$2,540.00
206	5260-99-000-34302	Revenue-HB-2	\$398,789.00	\$0.00	\$4,086.00	\$402,875.00
206	5260-15-132-46934	Program Development	\$0.00	\$4,086.00		\$4,086.00
				\$6,626.00	\$6,626.00	

AND WHEREAS, this adjustment will reflect one time Incentive Funds approved for current fiscal year. The Senior Program has exceeded their units of supportive services. Funds are to be expended in current Fiscal Year 2018.

NOW THEREFORE BE IT RESOLVED that after approval by the Local Government Division of the Department of Finance and Administration the above increases be made.

DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, 19<sup>th</sup> DAY OF OCTOBER, 2017.

ATTEST:

SANDOVAL COUNTY COMMISSION

Eileen Garbagni, County Clerk

Don Chapman – Chairman

David J. Heil - Vice Chairman

Dr. J. F. Holden-Rhodes - Member

Jay C. Block - Member

F. Kenneth Eichwald - Member

# SANDOVAL COUNTY ADMINISTRATIVE OFFICES

## Budget Resolution No. 10-19-17.B(5)

WHEREAS, a regular scheduled meeting of the Board of County Commissioners of Sandoval County was held on October 19, 2017; and

WHEREAS, the Board of County Commissioners of Sandoval County deem it necessary to increase the Legislative budget as follows:

DFA	General Ledger	Name	Current Budget	+/- Expenses	+/- Revenue	New Budget
206	6500-99-000-94100	Sr Program Revenue	\$2,090,069	\$0	\$5,700	\$2,095,769
206	6500-20-148-XXX	Meals Equipment A15-015	\$0	\$5,700		\$5,700
				\$5,700.00	\$5,700.00	

AND WHEREAS, this adjustment will reflect Capital Appropriation Funding. The State of New Mexico Aging & Long-Term Services Department has granted the Senior Program funding to purchase and install meals equipment in the Placitas Community Senior Center in Sandoval County. Funds must be expensed in current fiscal year due to a reversion date of June 30, 2018.

NOW THEREFORE BE IT RESOLVED that after approval by the Local Government Division of the Department of Finance and Administration the above increases be made.

DONE AT BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, 19<sup>th</sup> DAY OF OCTOBER, 2017.

ATTEST:

SANDOVAL COUNTY COMMISSION

Eileen Garbagni, County Clerk

Don Chapman – Chairman

David J. Heil - Vice Chairman

Dr. J. F. Holden-Rhodes - Member

Jay C. Block - Member

F. Kenneth Eichwald - Member

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Denise King, Community Services  
**Commissioner Sponsored:** No  
**District:** N/A - Not Commissioner Sponsored  
**Agenda:** Consent

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**Information**

**Action Requested:**

Approval of the State of New Mexico Aging and Long-Term Services Department Contract for Legislative Capital Outlay Funding for the Bernalillo Senior Center/ \$480,000.

**Why Action Is Necessary (Summary):**

Signature of approval is required to execute the ALTSD contract for the parking lot for the new Bernalillo Senior Center.

**Recommendations:**

Signature of the ALTSD contract is requested.

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>Finance Budget</b>	<b>County Manager</b>	<b>Other</b>
AR 10/10/17	HRS 10/10/17	CCH 10/10/17	DM 10/10/17	JR 10-10-17

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**Fiscal Impact**

**Budgeted? Y/N:** Y  
**Fiscal Year:** 2018  
**Source of Funding:** State of NM ALTSD

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**Attachments**

State of NM ALTSD

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**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Aging and Long-Term Services Department, P.O. Box 27118, Santa Fe, NM 87502-7118, hereinafter called the "Department" or abbreviation such as "ALTSD", and Sandoval County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

A16A5066      \$480,000      APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 66, four hundred eighty thousand dollars (\$480,000) to plan, design and construct a parking lot at the Bernalillo senior center in Bernalillo in Sandoval county.

The Grantee's total reimbursements shall not exceed the appropriation amount four hundred eighty thousand dollars, (\$480,000), (the "Appropriation Amount") minus the allocation for Art in Public Places (\$0)<sup>1</sup>, if applicable, which equals four hundred eighty thousand dollars (\$480,000), (the "Adjusted Appropriation Amount").

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.



incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Sandoval County  
Name: Diane Maes  
Title: County Manager  
Address: P.O. Box 40, Bernalillo, NM 87004  
Email: [dmaes@sandovalcountynm.gov](mailto:dmaes@sandovalcountynm.gov)  
Telephone: 505-867-7538

Grantee: Sandoval County,  
Name: Cassandra Herrera  
Title: Finance Director  
Address: P.O. Box 40, Bernalillo, NM 87004  
Email: [cherrera@sandovalcountynm.gov](mailto:cherrera@sandovalcountynm.gov)  
Telephone: 505.867.7532

Department: Aging and Long-Term Services Department  
Name: Rebecca Martinez  
Title: Capital Projects Bureau Chief  
Address: P.O. Box 27118, Santa Fe, NM 87502-7118  
Email: [rebeccas.martinez@state.nm.us](mailto:rebeccas.martinez@state.nm.us)  
Telephone: 505-476-4678

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2021 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period

from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

**B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

**C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor,

- subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.



**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Sandoval County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Sandoval County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Sandoval County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Sandoval County or the Department".

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under Aging and Long-Term Services Department's Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Sandoval County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Sandoval County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

By: \_\_\_\_\_  
ALTSD Cabinet Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ALTSD Chief Financial Officer

Date: \_\_\_\_\_

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Roseanne Varela, Public Works  
**Commissioner Sponsored:** No  
**District:** N/A - Not Commissioner Sponsored  
**Agenda:** Consent

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**Information**

**Action Requested:**

Approval to Surplus One (1) 2008 Ford Econoline Club Wagon (VIN# 1FBSS31L6WHB68494) and Approve Title Transfer to the City of Rio Rancho in Exchnage for a 2008 Protrak 31" Gooseneck Trailer (VIN# 5BNDG31246W001329).

**Why Action Is Necessary (Summary):**

The City of Rio Rancho no longer utilizes the trailer due to it not being able to meet current operational needs and is in need of a 10 seat passenger van for parts to repair their van which is used in the Parks, Recreation and Community Services department for the summer youth program. The county is in need of a trailer to use as an additional transport of heavy equipment for the maintenance department.

**Recommendations:**

Recommend approval to surplus One (1) 2008 Ford Econoline Van (VIN# 1FBSS31L6WHB68494)

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
TM 10/11/17	HRS 10/11/17	DM 10/11/17	-----

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**Attachments**

*No file(s) attached.*

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**Sandoval County Board of County Commissioners**  
**Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Makita Hill, Planning & Zoning  
**Commissioner Sponsored:** Yes  
**District:** District 3  
**Agenda:**

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**Information**

**Action Requested:**

Request for a Motion to Adopt Ordinance Number 10-19-17.8A Approving the Oil and Gas Ordinance.

**Why Action Is Necessary (Summary):**

At the September 21, 2017 Regular Meeting, the Board of County Commissioners approved publication of the Oil and Gas Ordinance Draft Title and General Summary. Publication of the Oil and Gas Ordinance Draft Title and Summary is required by State Statute for a minimum of 15 days prior to the date of the scheduled Regular Meeting at which time the Board of County Commissioners may consider a Motion to Adopt the Draft Ordinance. By the October 19, 2017 Board of County Commission Regular Meeting, the required publication period for the Oil and Gas Ordinance Draft Title and General Summary will be fulfilled.

**Recommendations:**

Staff recommends that the Board of County Commissioners Adopt the Oil and Gas Ordinance.

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
MRS 10/11/17	HRS 10/11/17	DM 10/12/17	-----

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**Attachments**

Oil and Gas Journal Notice  
ORDINANCE NO. 10-19-17.8A

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LEGAL NOTICE OF MEETING TO ADOPT COMPREHENSIVE ZONING ORDINANCE AMENDMENTS NOTICE is hereby given that the Sandoval County Board of County Commissioners will meet on Thursday October 19, 2017 at 6:00 P.M. for the purpose of considering the adoption of legislative amendments to the Comprehensive Zoning Ordinance. The meeting to adopt these proposed legislative amendments to the Comprehensive Zoning Ordinance will take place in the Sandoval County Administration Building, 1500 Idalia Road Building D, Bernalillo, New Mexico. General Summary of the Proposed Amendment to the Comprehensive Zoning Ordinance: The legislative amendments to the Zoning Ordinance will be considered for adoption by the Board of County Commissioners pursuant to Section 19 (A) of the Sandoval County Comprehensive Zoning Ordinance. AN ORDINANCE, AMENDING ORDINANCE NO. 10-11-18.7A COMPREHENSIVE ZONING ORDINANCE OF SANDOVAL COUNTY, FOR THE SURFACE LAND REGULATION OF OIL AND GAS ACTIVITIES; ESTABLISHING DESIGN AND OPERATIONAL STANDARDS FOR OIL AND GAS FACILITIES; AND FURTHER PROVIDING FOR VARIANCES, RELIEF, APPEALS, THE ENFORCEMENT OF THIS ORDINANCE AND OTHER RELATED MATTERS. Members of the public are invited to attend the meeting. Persons who are unable to attend may submit their concerns in writing to the Sandoval County Planning & Zoning Division either in person at 1500 Idalia Road Building D, Bernalillo, NM or by mail to P.O. Box 40, Bernalillo, NM 87004. The proposed Ordinance is available electronically on the Sandoval County website: [www.SandovalCountyNM.Gov](http://www.SandovalCountyNM.Gov) (Follow the links under "Depts. & Divisions" to "Planning & Zoning", scroll down to "Comprehensive Zoning Ordinance Legislative Draft Posted 09/17" and double click to open the document.) Copies of the proposed Ordinance amendments are available to interested persons upon request for free inspection and/or purchase for a reasonable charge in the Sandoval County Planning & Zoning Division during normal and regular business hours. For additional information, please call the Planning & Zoning Division at (505) 867-7628. Please note that, in order to assure consideration by the Board of County Commissioners of written materials regarding this matter, such materials must be submitted to the Sandoval County Administrative Office (attn: Maria Encinias, Executive Asst.) no later than seventy-two (72) hours prior to the hearing time listed above. Journal: October 1, 2017

**BOARD OF COUNTY COMMISSIONERS  
OF SANDOVAL COUNTY, NEW MEXICO  
ORDINANCE NO. 10-19-17.8A**

**AN ORDINANCE, AMENDING ORDINANCE NO. 10-11-18.7A COMPREHENSIVE ZONING ORDINANCE OF SANDOVAL COUNTY, FOR THE SURFACE LAND REGULATION OF OIL AND GAS ACTIVITIES; ESTABLISHING DESIGN AND OPERATIONAL STANDARDS FOR OIL AND GAS FACILITIES; AND FURTHER PROVIDING FOR VARIANCES, RELIEF, APPEALS, THE ENFORCEMENT OF THIS ORDINANCE AND OTHER RELATED MATTERS.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY, NEW MEXICO:**

**ARTICLE 1.  
GENERAL.**

**1.1. Short Title.** This Ordinance shall be officially cited as the “Sandoval County Oil and Gas Ordinance”.

**1.2. Statutory Authority.** This ordinance is promulgated pursuant to the police powers of Sandoval County and to protect County residents from potential and foreseeable nuisances (moved from Section 1.3). The Sandoval County Board of County Commissioners (the “Commission”) is authorized to adopt this ordinance pursuant to NMSA 1978, Section 3-2-1 et seq., and NMSA 1978 Section 4-37-9 et. seq.

**1.3. Conflicts.** Sandoval County (“the County”) is the primary authority of surface land development within the County’s planning and zoning jurisdiction. The County recognizes the primary authority of various other state and federal agencies to regulate oil and gas operations and development and their role balancing and protecting the interests of mineral interest owners, protecting correlative rights, and overseeing subsurface activities related to oil and gas resource development and extraction. Should a conflict arise between any provision of this ordinance and any state or federal law or regulation, the County shall defer to the authority of state and federal agencies.

**1.4. State and Federal Preemption.** This Ordinance does not replace, alter or amend any Federal and State statutes applicable to the oil and gas industry, including but not limited to the statutes listed below. To the extent this regulation conflicts with any federal or state statute or regulation, this ordinance is preempted and the applicable federal or state statute or regulation shall control. This list includes, but is not limited to:

- (A) The Surface Owners Protection Act, N.M.S.A. 1978, §§ 70-12-1 et seq.;
- (B) The Oil and Gas Act, N.M.S.A. 1978, §§ 70-2-1 et seq.;
- (C) The Water Quality Act, N.M.S.A. 1978, §§ 74-6-1 et seq.;
- (D) The Solid Waste Act, N.M.S.A. 1978, §§ 74-9-1 et seq.;
- (E) The Rangeland Protection Act, N.M.S.A. 1978, §§ 76-7B-1 et seq.;
- (F) The Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 et seq.;
- (G) The New Mexico Public Health Act, N.M.S.A. 1978 §§ 24-1-1 et seq.;
- (H) The Wildlife Conservation Act, N.M.S.A. 1978, §§ 17-2-37 et seq.;
- (I) The Cultural Properties Act, N.M.S.A. 1978, §§ 18-6-1 et seq.;
- (J) The National Historic Preservation Act, 16 U.S.C.A §§ 470 et seq.;
- (K) The Uniform Trade Secret Act N.M.S.A. 1978, §§ 57-3A-1 et seq.;
- (L) The Prehistoric and Historic Sites Act, N.M.S.A. 1978, §§ 18-8-1 et seq.;
- (M) The Cultural Properties Protection Act, N.M.S.A. 1978, §§ 18-6A-1 et seq.;
- (N) The Archaeological Resources Protection Act, 16 U.S.C.A. § 470 aa et seq.; and
- (O) The Energy Policy Act, 42 U.S.C.A. § 6201 et seq.
- (P) The Clean Water Act 33 U.S.C.A § 1251 et seq. ; and
- (Q) The Occupational Safety and Health Act, 1970, U.S.C.A. 651 et seq.
- (R) The New Mexico Night Sky Protection Act, N.M.S.A. 1978, 74-12-1 through 74-12-11.

## **ARTICLE 2.** **DEFINITIONS.**

**2.1. Incorporation by Reference.** For purposes of defining the terms used in this Ordinance, the County hereby adopts the definitions used by the New Mexico Oil Conservation Division, which are provided in 19.15.2.7 NMAC.

## **ARTICLE 3.** **ZONING ORDINANCE AMENDMENT.**

**3.1. Amending Comprehensive Zoning Ordinance.** The Sandoval County Board of County Commissioners hereby amends Ordinance No. 10-11-18.7A, Comprehensive Zoning Ordinance of Sandoval County, to establish Oil and Gas exploration and production, and the structures and facilities associated with that use, as a Permissive use within Section 9 (1). RRA – Rural Residential Agricultural District, and to remove this use from Section 10. SU – Special Use District.



**ARTICLE 4.**  
**PERMIT REVIEW.**

**4.1.** The County hereby establishes a Permit review procedure for applications for oil and gas exploration and production, and the structures and facilities associated with that use. Approval of a request for a Permit for oil and/or gas facilities shall be granted by the Director upon satisfactory provision by the applicant of all the requirements established in this Ordinance as stated in ARTICLE V.

**4.2.** Each permit shall authorize the drilling of only one (1) well as identified by its API well number. For the purposes of this Ordinance, a “well” is defined as a boring into the earth that is designed to bring petroleum hydrocarbons to the surface.

**4.3.** When a permit has been issued for the drilling of a well, such permit shall constitute sufficient authority for drilling, operation, production and for the construction and gathering lines and discharge by the permittee and its employees, agent and contractors.

**4.4.** It is unlawful and an offense for any person acting either for himself or herself or acting as agent, employee, independent contractor or servant for any person to knowingly drill any well within the County and jurisdiction of this chapter without a well drilling permit.

**ARTICLE 5.**

**PERMIT APPLICATION.** Prior to commencing drilling, deepening or re-entry operations, commencing an additional lateral, plugging a well back to a different pool, or completing or re-completing a well in an additional pool, an operator is required to provide the County the following information:

**5.1.** Applicant Information. The name and contact information of (i) operator and any contractors known as of the date of the Application and (ii) property owner(s) and (iii) lease owner(s) and mineral rights owner(s). The County shall be notified if any changes to the applicant information occurs. For the purposes of this Ordinance, “applicant” is defined as surface land owner, mineral rights owner, and/or operator who applies for a Permit.

**5.2.** An approved NMOCD C-101 and C-102 APD (Application for Permit to Drill) for exploration activities. An approved NMOCD Oil and Gas Form C-104 (Request for Allowable and Authorization to Transport) from the NMOCD shall be submitted to the County prior to commencement of production activities.

**5.3.** Scope of Operations. A brief description of the scope of operations contemplated by the operator, including the estimated depth of each proposed well and the estimated commencement date of the operations.

**5.4. Site Plan.** The proposed site plan for the well(s), including the proposed location and routing of any gathering lines, and a diagram of the permanent location/footprint.

**5.5. Property Details.** The legal property description and a map or plat depicting (i) the location of the proposed well and/or facility equipment, (ii) occupied dwellings, schools, churches, hospitals, or cemeteries within seven hundred fifty (750) feet for a single well, and seven hundred fifty (750) feet of each well, (iii) fresh water supply wells and subsurface fresh water storage reservoirs within seven hundred fifty (750) feet of the proposed well(s), and (iv) seven hundred fifty (750) feet distance of the proposed well from any public roads.

**5.6. Noise Control Plan.** Estimate the noise levels from expected operations requiring notice, which shall not exceed sixty (60) decibels as measured from a distance of seven hundred fifty (750) feet from the well or associated operations, including noise from traffic, and describe the manner in which operator intends to limit the noise levels associated with such operations below that threshold. Noise levels may exceed sixty (60) decibels, up to eighty (80) decibels, for a period of time not to exceed thirty (30) calendar days for each calendar year.

**5.7. Road Plan.** The applicant shall submit an Oil and Gas road route plan that identifies adequate roads for oil and gas related truck traffic for exploration and production. The Planning and Zoning Division Director or designee shall convey the Road Plan to the Public Works Department Director or designee for review, and may revise as needed. The Public Works Department Director or designee may require modification of affected County roads consistent with County Standards prior to utilization by the Applicant. The Public Works Department Director or designee shall issue a determination to accept or deny the Road Plan within 30 days. The applicant may file for a Variance on the determination of the Public Works Director or designee to the Planning and Zoning Commission.

In the event that the Public Works Department Director or designee does not provide a determination on the submitted Road Plan to the applicant within 30 days, via electronic email and/or certified mail/return receipt, the Road Plan shall be deemed approved.

**5.8. Emergency Response Plan.** The applicant shall submit an Emergency Response Plan identifying all fire, police, and emergency response services in the County that are closest to the well site as well as a description of standard operating procedures, including applicable health, safety and environment protocols, used by the operator in the event of emergencies. The Emergency Response Plan must include a section for fire protection and when the permittee will call emergency responders. The Planning and Zoning Division Director or designee shall convey the Emergency Response Plan to the Fire Department Fire Chief or designee for review, and may revise as needed. The Fire Department Fire Chief or designee shall issue a determination to accept or deny the Emergency Response Plan within 30 days. The applicant may file for a Variance on the determination of the Fire Department Fire Chief or designee to the Planning and Zoning Commission.

In the event that the Fire Department Fire Chief or designee does not provide a determination on the submitted Emergency Response Plan to the applicant within 30 days, via electronic email and/or certified mail/return receipt, the Emergency Response Plan shall be deemed approved.

**5.9. Proof of Bond.** Certify the OCD's financial assurance requirements, as set forth in 19.15.5 NMAC, have been satisfied.

**5.10. SOPA Certification.** Certify that it will comply with the requirements of the Surface Owner Protection Act as enforced by the New Mexico Oil Conservation Division pursuant to NMSA 1978, § 70-12-1 (2007).

**5.11. Air Quality Certification.** Certify that it will comply with the requirements of the Air Quality Control Act as enforced by the New Mexico Environment Department's Air Quality Bureau pursuant to NMSA 1978, § 74-2-1.

**5.12. Water Protection Certification.** The applicant shall certify that it will comply with the requirements of OCD and NMED concerning the protection of water, will provide estimates on how much water is to be used, the type of water to be used, where the water is planned to be sourced, and the applicant shall take reasonable measures necessary to avoid the pollution of surface water, ground water, and the use of nonpotable water wherever possible.

## **ARTICLE 6.**

### **DRILLING REQUIREMENTS.**

**6.1. Light Direction.** To the extent practicable, site lighting shall be directed downward and internally to avoid glare on public roads and buildings within seven hundred fifty (750) feet of the drill site.

**6.2. Color of Well Site Structures.** Oil and gas facilities observable from any public highway shall, to the extent reasonably practicable, be visually harmonious with the surrounding environment and painted with uniform, non-contrasting, non-reflective color tones (similar to the Munsell Soil Color Coding System), and with colors matched to but slightly darker than the surrounding landscape.

**6.3. Setback Requirements.** No person shall drill or deepen an oil and gas well within seven hundred fifty (750) feet of occupied dwellings, schools, churches, or cemeteries outside an incorporated municipality in the County without the written consent of the owner of such occupied dwellings, businesses, schools or churches.

**6.4. Fencing and Exclusionary Protocols.** Unless provided for in an agreement with the applicable surface owner, all well site locations following drilling and completion operations shall have fencing or other exclusionary measures to prevent harm to the public and wildlife. Fencing will comply with all OCD and Occupational Safety and

Health Administration (OSHA) requirements for the protection of the public, livestock, and wildlife.

**6.5. Best Practices.** Operator shall conduct its operations consistent with best practices of the oil and gas industry as defined by the American Petroleum Institute (API) Overview of Industry Guidance and Best Practices and comply with all applicable federal and state requirements.

**6.6. Trash and Debris.** Operator will maintain all locations and well sites upon which operations have taken place clear of all litter, trash, and other waste.

**6.7. Water Protection.** Operator will utilize best practices to ensure that surface water, subsurface water, and groundwater are protected during operations and comply with all applicable state and federal regulations relating thereto. Operator will utilize best practices to assure efficient use of water.

**6.8. Abandonment, Plugging and Remediation.** Operator shall submit to the County copies of all OCD approved plugging and abandonment permits.

## **ARTICLE 7.** **INSURANCE REQUIREMENTS.**

**7.1. Insurance.** In addition to the financial assurance required by the OCD and other laws and subject to the self-insurance option below, the operator shall carry the insurance policy or policies required below provided by an insurance company or companies authorized to do business in New Mexico. In the event such insurance policy or policies are cancelled, the operator will take corrective actions to reinstate the insurance policy or policies, and notify the County of said corrective action.

- A. The County, its officials, employees, agents and officers shall be endorsed as an “additional insured” on the required policies.
- B. Certificates of insurance shall be delivered to the Sandoval County, Planning and Zoning Commission, 1500 Idalia Road, Building D, Bernalillo, NM 87004, evidencing all the required coverage, including endorsements, prior to the commencement of operations requiring notice.
- C. Each policy shall be endorsed to provide the County a minimum thirty-day notice of cancellation, non-renewal and/or material change in policy terms or coverage. A ten days’ notice shall be acceptable in the event of non-payment of premium.

**7.2. Standard Commercial General Liability Policy.** This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution, blanket contractual liability, underground resources and equipment hazard damage, broad form property damage, fire, independent contractors’

protective liability and personal injury. This coverage shall be a minimum combined single limit of \$5,000,00.00 per occurrence for bodily injury and property damage.

## **ARTICLE 8.** **VARIANCES.**

**8.1. Application for Variance.** A written application for a variance from the terms, limitations, and requirements of this ordinance shall be submitted to the Planning and Zoning Commission by operator as part of the notice packet or later as a separate submission along with a \$50.00 review fee per variance.

**8.2. Required Information.** The variance shall identify the term, limitation, or requirement with reference to the article, section, and paragraph for which operator seeks the variance. Operator shall also state the grounds upon which the variance is sought and should be granted.

**8.3. Criteria.** Granting of the variance shall not be detrimental to the public health, safety, or welfare or injurious to the County's interests. Granting of a variance is justified if there is a demonstrable hardship on operator or common benefit to all interested parties based upon articulable conditions upon the site covering the application.

## **ARTICLE 9.** **PROCEDURES AND FEES.**

**9.1. Review of Permit application.** The Planning and Zoning Division Director or designee shall review the Permit application for completeness. The review of the application shall be completed by the Planning and Zoning Division Director or designee within 10 working days. In the event that the Planning and Zoning Division Director or designee determines that the Permit application is complete, the Director or designee shall issue a Permit Approval to the applicant within the 10 working day period.

In the event that the Planning and Zoning Division Director or designee determines that the Permit Application is incomplete, the Director or designee will notify the applicant within 10 working days of receipt of the Permit Application and provide information regarding the Permit Application's insufficient information. In this event, should the Applicant pursue Permit Application approval, the Applicant shall resubmit the Permit Application to include material and information to resolve the insufficiency within 10 working days. The Planning and Zoning Division Director or designee shall have an additional 10 working days to review the Permit Application for completeness.

**9.2. Fee.** For any new well drilled by operator in the County, the applicant will pay to the County a fee of \$250.00 per well with such payment to be included with the application provided for such new drilling operation. In the event that the applicant is required to provide additional information to resolve Permit application insufficiencies, no additional fees shall be required.

**9.3. Appeal.** Anyone aggrieved by a decision of the Planning and Zoning Division Director or designee may appeal such decision to the Planning and Zoning Commission. A decision of the Planning and Zoning Commission may be appealed to the Board of County Commissioners. The Appellant is responsible for demonstrating Legal Standing to file an Appeal as determined by the County Attorney. Such appeal must set forth specifically wherein it is claimed there was an error or an abuse of discretion, or where the decision was not supported by evidence in the matter.

## **ARTICLE 10** **ENFORCEMENT**

**10.1. Non-Compliance.** In the event of failure by the operator to comply with this Ordinance, the Planning and Zoning Division Director or designee shall issue a written notice to operator stating a time of at least thirty (30) days to comply with the notice.

**10.2. Violations.** If any permittee knowingly or willfully violates any provision of this Ordinance and such violation directly causes material harm to the public health, safety of county residents, or the environment, the Planning and Zoning Division Director or designee shall issue a written citation to such person describing the violation and corrective actions required. When a violation of the Sandoval County Oil and Gas Ordinance results in a significant safety or environmental hazard, the owner or controller, will be sent a Cease and Desist Letter, giving the permittee thirty (30) days in which to set forth reasonable abatement measures. The permittee must immediately cease all nuisance behavior. Failing to do so may result in the permittee receiving a summons for violating the Sandoval County Oil and Gas Ordinance. The violation citation may be issued to the permittee of the land where the violation is alleged to exist, the occupier of the land if different from the owner or to both in the discretion of the Planning and Zoning Division Director or designee. When possible, the citation shall contain the address of the property on which the violation is alleged to exist, the legal description of the property or both. The citation shall be hand-delivered to the alleged permittee or violator if possible, or may be mailed to the alleged permittee or violator posted upon the property. Any of the previously listed forms of notice shall constitute sufficient service of notice under the law.

Any citation issued for violation of this Ordinance shall state the name of the alleged permittee or violator, the date the citation was issued, the type of violation, and the section of this Ordinance under which the violation is issued. The citation shall, if possible, list the action necessary to cure the alleged violation. The citation shall conspicuously and in bold face type state: "If not paid, this fine shall constitute a lawful debt which will be collected pursuant to legal process and may be assessed as a lien upon the property upon which the violation exists. If the violation is remediated by the County or by a contractor hired by the County, the actual costs of remediation may be added to the fine."

The fine for violating any provision of this ordinance shall not exceed \$300 or the maximum legally allowable and the fine shall be payable to the County. The fine may be

waived in the sole discretion of the County if the alleged permittee or violator commences and completes satisfactory actions to remediate the alleged violation.

**ARTICLE 11.**

**SEVERABILITY, EFFECTIVE DATE.**

**11.1. SEVERABILITY.**

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

**11.2. EFFECTIVE DATE.**

As necessary to protect the public health and safety, this Ordinance proposed for adoption shall take effect 30 days upon approval by the Sandoval County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SANDOVAL COUNTY

\_\_\_\_\_  
Eileen Garbagni, County Clerk

\_\_\_\_\_  
Don G. Chapman, Chair

\_\_\_\_\_  
David J. Heil, Vice Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Jay C. Block, Member

\_\_\_\_\_  
Heather R. Smallwood, County Attorney

\_\_\_\_\_  
F. Kenneth Eichwald, Member

\_\_\_\_\_  
James F. Holden-Rhodes, Member



**Sandoval County Board of County Commissioners**  
**Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Catherine Martinez, Planning & Zoning  
**Commissioner Sponsored:** Yes  
**District:** District 1  
**Agenda:** Regular

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**Information**

**Action Requested:**

Motion to Appoint Mr. Peter Adang (District 1) to the Planning and Zoning Commission for the remainder of a (2) year term expiring April 30, 2019 .

**Why Action Is Necessary (Summary):**

Ordinance No.5-18-17.12 provides for (2) members from District 1. One position became vacant September 2017, with the resignation of John Arango. Term will expire April 30, 2019

**Recommendations:**

Staff recommends that the Board of County Commissioners APPROVE the motion to appoint Mr. Peter Adang to the Planning and Zoning Commission for a term to expire April 30, 2019.

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
MRS 10/11/17	HRS 10/11/17	DM 10/12/17	-----

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**Attachments**

PJA Resume

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**RESUME**  
**PETER J. ADANG**

**I. PERSONAL:**

Name: Peter J. Adang  
Address: 1 Maize Trail  
Placitas, New Mexico 87043  
Telephone: (575) 779-2361(cell)  
Email: [pjadang@gmail.com](mailto:pjadang@gmail.com)  
Marital Status: Married  
Children: Three

**II. EDUCATION:**

High School: New York Mills High School  
New York Mills, New York  
1954 to 1958

Undergraduate: Syracuse University  
1958 to 1961  
Major: Political Science  
Minor: English  
Degree: B.A. (Magna Cum Laude)

Graduate: Syracuse University College of Law  
Syracuse, New York  
1961 to 1964  
Degree: Juris Doctor (Magna Cum Laude)

Post-Graduate: (a) Georgetown University College of Law  
Washington, D.C.  
Course: Approximately 16 hours of graduate law  
courses in Masters Degree (tax law)  
Degree: None  
(b) University of New Mexico  
Albuquerque, New Mexico  
Course: Various courses in anatomy, history,  
Spanish, English  
Degree: None  
(c) Continuing Legal Education: 15 or more hours per  
Year of continuing legal education  
Programs from 1980 to 1998

**III. CURRENT OCCUPATION: Retired from the practice of law.**

#### IV. WORK HISTORY:

- (a) Employer: United States Department of Justice  
Washington, D.C.  
Dates: 1964 to 1966  
Position: Trial attorney  
Supervisors: Lewis Bernstein, Burton Thorman  
Reason for leaving: Resigned to go into private practice.
- (b) Employer: Modrall, Sperling, Roehl, Harris & Sisk  
500 4<sup>th</sup> N.W., Suite 1000  
Albuquerque, New Mexico 87102  
Dates: 1966 to 1971  
Position: Associate Attorney  
Supervisors: Various partners  
Reason for leaving: Not applicable. Became a partner in 1971 and a shareholder in 1982 when the firm was incorporated
- (c) Employer: Modrall, Sperling, Roehl, Harris & Sisk  
(same as above)  
Dates: 1971 to 1992  
Position: Partner (to 1982)/Shareholder (1982 to 1992)  
Director (1982 to 1992)  
Vice President (1990 to 1992)  
Reason for leaving: Resigned to form my own firm
- (d) Employer: Peter J. Adang, P.C.  
500 Marquette, N.W.  
Albuquerque, New Mexico 87103  
Dates: 1993 to December 1999  
Position: President/Director  
Reason for leaving: Retired December 1999
- (e) Employer: General Meters Corp.  
Colorado Springs, Colorado  
Dates: 2000 to 2001  
Position: Contract employee  
Reason for leaving: Task completed
- (f) Employer: Sarasota Public Schools  
Sarasota, Florida  
Dates: 2002 – 2005  
Position: Substitute teacher  
Reason for leaving: Returned to New Mexico

## **V. POSITIONS/HONORS**

### **College:**

- New York State Regents Academic Scholarship (Undergraduate)
- Outstanding debater at Syracuse University (1960 and 1961) (Undergraduate)
- Graduated Magna Cum Laude (Undergraduate)
- Full law school academic scholarship (Graduate)
- Member and Notes Editor/Syracuse Law Review (Graduate)
- Member/Order of the Coif Honor Law Society (Graduate)
- Member/Justinian Honor Law Society (Graduate)
- Editor/Syracuse Law Review Annual Survey of New York Law (1964) (Graduate)
- Member/Syracuse University Moot Court Board (Graduate)
- Graduated Magna Cum Laude (Graduate)

### **Professional:**

- Director/New Mexico State Bar Commercial Litigation Section (1980 to 1990; Chairman 1982 to 1984)
- Director/Civil Trial legal Specialization Committee (1994-1999)
- American Board of Trial Advocates (1980-1999)
- National Board of Trial Advocacy (1993-1999)
- Listed in "Best Lawyers in America" (1988 to 1999)
- Rated "AV" (highest legal ability/very high ethical standards) in Martindale Hubbell Law Directory (1978 to 1999)
- Director/Bernalillo County Planned Parenthood Association (1966 to 1976)
- Director/Albuquerque-Bernalillo County YMCA (1976 to 1986)
- Member/Bernalillo County Labor Board (1976 to 1982)
- President/Hidden Oaks Estates Association (2001 to 2005)
- President/Taos Country Club Subdivision Property Owners Association (2007 to 2015)
- Member/Taos County Planning Commission (2010 to 2014)
- Chairman/Taos County Board of Zoning Appeals (2015 to 2016)
- Trustee of Kit Carson Electric Cooperative (2012 to 2016)
- Director/Anasazi Trails HOA (2017)

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Maria Encinias, Administration  
**Commissioner Sponsored:** No  
**District:**  
**Agenda:**

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**Information**

**Action Requested:**

Request for a Motion to Adopt Resolution. No 10-19-17.9A Declaring the Intent of the Board of County Commissioners Authorize the Issuance of the Sandoval County, New Mexico Energy Efficiency Lease-Purchase Agreement, with the Intent to Guarantee Utility Savings Contract and Escrow Agreement.

**Why Action Is Necessary (Summary):**

June 15, 2017, pursuant to the Act, the Board of County Commission adopted the Parameters Ordinance authorizing the issuance of the Sandoval County, New Mexico Energy Efficiency Lease-Purchase Agreement a Guaranteed Utility Savings Contract and an Escrow Agreement.

**Recommendations:**

Board of County Commission Approval

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
		DM 10/12/17	-----

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**Attachments**

Lease-Purchase Agreement  
Escrow Agreement  
RESOLUTION NO. 10-19-17.9A

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## EQUIPMENT LEASE-PURCHASE AGREEMENT

**THIS EQUIPMENT LEASE-PURCHASE AGREEMENT** (the “Agreement”), is dated as of July 20, 2017, between **STERLING NATIONAL BANK**, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and **SANDOVAL COUNTY, NEW MEXICO**, a political subdivision existing under the laws of the State of New Mexico, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

**Section 1. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Act**” means the Public Facility Energy Efficiency and Water Conservation Act, NMSA 1978, §§ 6-23-1 et seq. (2009), as amended.

“**Agreement**” means this Equipment Lease-Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Closing Date**” the date of execution and delivery of this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Cost of Issuance**” shall include fees to Lessor’s Counsel, Lessee’s Counsel, Lessee’s Financial Advisor, and payment to the State of New Mexico Energy, Minerals and Natural Resources Department for its Investment Grade Audit Fee.

“**Guaranteed Utility Savings Contract**” means the guaranteed utility savings contract dated \_\_\_\_\_, 2017, between Lessee and Energy Controls, Inc., a copy of which is attached to this Agreement as Exhibit E.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Guaranteed Cost Savings**” means the anticipated “utility costs savings” and “conservation-related cost savings,” as such terms are defined in the Act, and that will be saved by Lessee as a result of the Guaranteed Utility Savings Contract, as set forth in **Exhibit C** hereto.

“**Issuance Year**” is the calendar year in which the Closing Date occurs.

“**Lease Term**” means the period commencing on the Closing Date and ending on the occurrence of the earliest event specified in **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, and its permitted successors and its assigns.

**“Lessor”** means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

**“Net Proceeds”** means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys’ fees) incurred in the collection of such claim or award.

**“Ordinance”** means Ordinance No. 6-15-17.8A adopted by Lessee’s Board of County Commissioners on June 15, 2017, as supplemented by Resolution No. 7-13-1.\_\_\_\_ adopted July 13, 2017.

**“Payment Schedule”** means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

**“Pledged Energy Cost Savings Revenues”** means the actual annual energy costs for the Lessee’s facilities equipped with energy conservation measures pursuant to the Guaranteed Utility Savings Contract, after installation and initiation of use, as compared to the actual annual energy costs associated with such facilities prior to installation and use of the energy conservation measures, incurred in Lessee’s Fiscal Year 2017.

**“Purchase Price”** means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

**“Rental Payment Dates”** means the dates set forth on the Payment Schedule on which Rental Payments are due.

**“Rental Payment Fund”** means the special fund established by Lessee in the Ordinance for the deposit of Pledged Energy Cost Savings Revenues and such other authorized revenues as are permitted by the Act and pledged in the Ordinance for Rental Payments, subject to **Sections 6 through 8 and Section 10**.

**“Rental Payments”** means the basic rental payments payable by Lessee pursuant to **Section 9** from the Rental Payment Fund.

**“State”** means the State of New Mexico

**“Vendor”** means the manufacturers of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

**Section 2. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants, for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. So long as the Agreement continues in effect, Lessee shall use its best efforts to comply with its enabling legislation and

other laws to which it is subject. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at meetings duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Closing Date.

(f) Lessee has, in accordance with the requirements of law, pledged to and granted to Lessor a security interest in the Pledged Energy Cost Savings Revenues for the payment of amounts due under this Agreement, subject to the uses thereof permitted by and the priorities set forth in the Ordinance. The Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.



(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through June 30, 2016. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since June 30, 2016.

(s) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee has established or will have established as of the Closing Date, the Rental Payment Fund in accordance with the Act for the purpose of paying the Rental Payments.

**Section 3. Certification as to Arbitrage.** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Closing Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Closing Date.

(c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments, except for ordinary repair and replacement.

(d) To the best of our knowledge, information and belief, the above expectations are reasonable.

**Section 4. Lease of Equipment.** Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

**Section 5. Lease Term.** The term of this Agreement will commence on the Closing Date and will terminate when all amounts due and payable under this Agreement have been paid in full, unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**.

**Section 6. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

(a) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(b) the exercise by Lessee of the option to cease Rental Payments pursuant to **Section 8**;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term.

**Section 7. Reserved.**

**Section 8. Lessee's Election to Cease Rental Payments.** Lessee is obligated only to pay Rental Payments under this Agreement as may lawfully be made from revenues and funds

pledged for that purpose pursuant to the Ordinance and this Agreement. In the event Lessee elects to cease making payments of Pledged Energy Cost Savings Revenues due under this Agreement, or Pledged Energy Costs Savings Revenues are not otherwise legally available, in Lessee's sole and absolute discretion, to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Fiscal Year. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Fiscal Year. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. [NEED TO DISCUSS THIS CONCEPT]

**Section 9. Rental Payments.** Lessee will pay Rental Payments, exclusively from legally available Pledged Energy Cost Savings Revenues deposited in the Rental Payment Fund and any funds received from the financial guaranty under the Guaranteed Utility Savings Contract as is necessary to pay applicable Rental Payments, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date. Lessee hereby pledges the amount in the Rental Payment Fund to the payment of all amounts due hereunder.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 10. Guaranteed Cost Savings as Special Funds of Lessee; Rental Payment Fund.**

(a) This Agreement, together with Rental Payments and other obligations of the Lessee hereunder, constitutes a special, limited obligation of the Lessee, payable solely from the Pledged Energy Cost Savings Revenues as provided in the Ordinance; and this Agreement shall not constitute a general obligation of the Lessee or the State, and the Lessor may not look to any general or other fund of the Lessee for payment of the obligations hereunder. Nothing contained in this Agreement or the Ordinance, or any other instruments, shall be construed as obligating the Lessee (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Lessee or against its taxing power, nor shall a breach of any agreement contained in this Agreement, the Ordinance or any other instrument impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power. This Agreement shall never constitute an indebtedness of the Lessee within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Lessee or a charge against its general credit or taxing power. Nothing herein shall prevent the Lessee from applying other

funds of the Lessee legally available therefor to payments required hereunder, in its sole and absolute discretion.

(b) Notwithstanding anything in this Agreement to the contrary, in any fiscal year amounts in the Rental Payment Fund equal the aggregate Rental Payments due in such fiscal year, Lessee may withdraw any excess amounts which may be used for any lawful purpose of Lessee.

**Section 11. Interest Component.** As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Interest shall be computed on the basis of a 360 day year and 90 day quarters at \_\_\_\_\_ percent.

**Section 12. Rental Payments to be Unconditional.** Except as provided in **Sections 8 and 10**, the obligations of Lessee to make Rental Payments (but only from and to the extent of legally available Pledged Energy Cost Savings Revenues) and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

**Section 13. Delivery, Installation and Acceptance of the Equipment.** Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A**, pursuant to the Guaranteed Utility Savings Contract, and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment, subject to the provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1, et seq. and the provisions of the Guaranteed Utility Savings Contract and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

**Section 14. Enjoyment of Equipment.** Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 15. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 16. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any

legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

**Section 17. Maintenance of Equipment.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment.

**Section 18. Title to the Equipment.** During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**Section 19. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

**Section 20. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**Section 22. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also cause Vendor to provide to Lessor a payment and performance bond naming Lessor as a dual obligee with Lessee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 23. Advances.** In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

**Section 24. Financial Information.** Within 270 days after the end of each fiscal year, Lessee will provide Lessor with current financial statements, budgets and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

**Section 25. Release and Indemnification.** From and to the extent of legally available Pledged Energy Cost Savings Revenues, to the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**Section 26. Risk of Loss.** Lessee assumes, from and including the Closing Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**Section 27. Damage, Destruction, Condemnation; Use of Proceeds.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

**Section 28. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

**Section 29. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT

**SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.**

**Section 30. Vendor's Warranties.** Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

**Section 31. Purchase Option.** Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date on and after December 1, 2022, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor;

(b) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of four ninety (90) day quarters; or

(c) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental



Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 32. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the date of exercise of such option, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed 120% the useful life of the Equipment.

**Section 33. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

**Section 34. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by

Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

**Section 35. Events of Default Defined.** Subject to the provisions of **Section 8**, any of the following will be “Events of Default” under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**Section 36. Remedies on Default.** Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (a) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the Lease Term; and

(b) Lessor may take whatever other action at law or in equity, including mandamus, as may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

**Section 38. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

**Section 39. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail,

postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

**Section 40. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 41. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 42. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 43. Amendments.** This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 44. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 45. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 46. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State.

**Section 47. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 48. Role of Lessor.** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

**Section 49. Participation of Agreement from Lessor to SNFC.** Lessor hereby notifies Lessee, and Lessee hereby acknowledges and consents to such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation

agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor (“SNFC”), whereby Lessor will assign to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

**[SIGNATURE PAGES FOLLOW.]**

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

**STERLING NATIONAL BANK**

By: \_\_\_\_\_  
Name: Troy Grasinger  
Title: Managing Director  
Address: 1412 Broadway, 7th Floor  
New York, NY 10018  
Attention: NYC Team 114

**SANDOVAL COUNTY, NEW MEXICO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 1500 Idalia Road, Building D,  
Bernalillo, NM 87004

**EXHIBIT A TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**EQUIPMENT SCHEDULE**

**Equipment Description:**

The Equipment consists of energy savings improvements set forth in the Guaranteed Utility Savings Contract dated \_\_\_\_\_, 20\_\_, between Lessee and [Name of Vendor], as described in and at the locations listed therein, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also "Scope of Work" attached hereto for a further description of the Equipment.

**Locations:**

The Equipment will be located at the following locations:

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Please provide list of facilities at which the energy savings improvements will be installed, including addresses.
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**Vendor:**

The Vendor for the Equipment is [Name of Vendor], \_\_\_\_\_.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Sterling National Bank, as escrow agent, pursuant to the Escrow Agreement dated as of [Dated Date], among Lessor, Lessee and Sterling National Bank, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**EXHIBIT B TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**PAYMENT SCHEDULE**

Principal Amount: \$[Principal Amount]

Interest Rate: \_\_\_\_\_%

Closing Date: [Dated Date]

Rental payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price
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[To be provided by Lessor.]

**SANDOVAL COUNTY, NEW MEXICO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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\* Lessee may exercise its option to purchase pursuant to **Section 31(b)** of the Agreement at any time; option to purchase pursuant to **Section 31(a)** of the Agreement may be exercised on December 1, 2022, and any Rental Payment Date thereafter.

**EXHIBIT C TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**GUARANTEED COST SAVINGS**

[To be provided by Vendor.]

## **ESCROW AGREEMENT**

**LESSOR:**  
Sterling National Bank  
1412 Broadway, 7<sup>th</sup> Floor  
New York, NY 10018  
Attention: NYC Team 114

**ESCROW AGENT:**  
Sterling National Bank  
400 Rella Boulevard  
Montebello, NY 10901  
Attention: Commercial Loan Department

**LESSEE:**  
Sandoval County, New Mexico  
1500 Idalia Road, Building D  
Bernalillo, NM 87004

**THIS ESCROW AGREEMENT** (this “Escrow Agreement”) dated July 20, 2017, is entered into by and among Sterling National Bank (in its capacity as lessor, “Lessor”), Sandoval County, New Mexico (“Lessee”), and Sterling National Bank (in its capacity as escrow agent, the “Escrow Agent”).

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement dated as of July 20, 2017(the “Agreement”). The Agreement contemplates that certain Equipment described therein (the “Equipment”) is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$6,700,000, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the “Escrow Fund”), is to be applied from time to time to pay certain costs of acquiring the Equipment (a portion of which may be paid in multiple payments and prior to acceptance of all Equipment by Lessee) and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. Each of Lessor and Lessee hereby appoint, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$6,700,000, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. Lessee hereby directs the Escrow Agent to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this paragraph 4, the term "Qualified Investments" means the Money Market Fund #\_\_\_\_\_ [To be completed by Escrow Agent], or a demand deposit account created by the Escrow Agent, neither of which is secured by any collateral, or such other investments as Lessee may specify in writing to and such writing is actually received by Escrow Agent, to the extent the same are at the time legal for investment of the funds being invested.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment or Lessee or other payee upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as **Exhibit A** to this Escrow Agreement approved for payment by Lessor, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, (c) in the event that certain costs of entering into the Agreement are described in the requisition request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (d) any additional documentation required by Lessor prior to Lessor's approval of such requisition request. Lessor's approval on the Certificate of Acceptance and Payment Request in each case shall be conclusive evidence that all invoices,

budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not approve any such payment unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor, and (ii) a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated “A” or better by AM Best in form and substance satisfactory to Lessor.

b. In the event that Lessor provides to the Escrow Agent and Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

c. Upon actual receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; and, *second* be paid to Lessor, for application against the outstanding principal components of Rental Payments (as defined in the Agreement), including prepayment of Rental Payments under the Agreement, as provided therein, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

d. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

e. In the event that Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to Escrow Agent upon written request the amount so paid to the payee. Escrow Agent shall not be liable to any party or any other person by reason of such payment.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessee and are herein further described on **Schedule 1**.

7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee. Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against Escrow Agent by any person.

b. Without limiting the effect of Section 7(a) hereof, Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of Escrow Funds, other than as set forth in Section 5, have been or will be satisfied or otherwise to investigate any notice received by Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than the Escrow Funds, and no such payment shall be made if the amount of Escrow Funds is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of Escrow Agent taken or made upon the oral or written, joint instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

8. From and to the extent of legally available Pledged Energy Cost Savings Revenues (as defined in the Agreement), to the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement to the extent damages arise out of negligence or willful misconduct by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the

removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If Lessor and Lessee are unable to agree upon a successor escrow agent within 30 days after such notice, the parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction within the State of New Mexico for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

10. In the event of any dispute with respect to the Escrow Funds, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by Escrow Agent hereunder, or if Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Funds, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction within the State of New Mexico, and thereby shall be discharged from any further duty or obligation with respect to any Escrow Funds. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse Escrow Agent for such costs, then Lessee irrevocably authorizes Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Agreement and to ignore all instructions received in connection herewith until Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Funds.

11. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

12. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt. In addition, all notices sent to the Escrow Agent shall also be sent as follows:

Sterling National Bank  
21 Scarsdale Road  
Yonkers, NY 10707  
Attention: Office of the General Counsel

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

14. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

15. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

16. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of New Mexico (the "State"). In addition, the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

18. Lessee represents, warrants and covenants for the benefit of Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly



convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

19. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

20. With respect to the Agreement, Sterling National Bank shall have the same rights and powers under the Agreement as any other lessor and may exercise the same as though it were not Escrow Agent. Lessor may lend money to, invest in, and generally engage in any kind of business with Lessee, all as if Sterling National Bank were not Escrow Agent. Lessee acknowledges the potential conflict of interest between Sterling National Bank as Lessor and Sterling National Bank as Escrow Agent.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: STERLING NATIONAL BANK

By: \_\_\_\_\_

Name: Troy Grasinger

Title: Managing Director

LESSEE: SANDOVAL COUNTY, NEW MEXICO

By: \_\_\_\_\_

Name: Don Chapman

Title: Chairman, County Commission

ESCROW AGENT: STERLING NATIONAL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Sterling National Bank (in its capacity as escrow agent, the “Escrow Agent”), as escrow agent under that certain Escrow Agreement dated July 20, 2017 (the “Escrow Agreement”), by and among Sandoval County, New Mexico (“Lessee”), Sterling National Bank (in its capacity as lessor, “Lessor”) and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of July 20, 2017 (the “Agreement”), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

QUANTITY	DESCRIPTION OF	AMOUNT	PAYEE*
	EQUIPMENT OR FINANCING COST		

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the Equipment described above has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for such Equipment which need is not temporary or expected to diminish in the near future; (iii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee’s authority; (iv) the estimated useful life of such Equipment based upon the manufacturer’s representations and Lessee’s projected needs is not less than the term of lease with respect to such Equipment; (v) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (vi) such Equipment is covered by insurance in the types and amounts required by the Agreement; and (vii) no Event of Default, as such term is defined in the Agreement and no event which with the giving of notice or lapse of time or both, would become an Event of Default under the Agreement, has occurred and is continuing on the date hereof.

Based on the foregoing, Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee’s Declaration of Official Intent and any other evidence required by Lessor prior to Lessor’s approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor’s

approval hereof shall evidence that Lessee has delivered to Lessor such required documentation. [THIS PROBABLY IS NOT APPLICABLE]

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee and Lessor with Escrow Agent constitutes all of the Equipment subject to the Equipment Schedule.

Date: \_\_\_\_\_, 20\_\_\_\_.

**Approved for Payment:**

STERLING NATIONAL BANK, as Lessor  
and servicer for STERLING NATIONAL  
FUNDING CORP.

SANDOVAL COUNTY, NEW MEXICO, as Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* If required, a current IRS Form W-9 for the payee is attached or an IRS Form W-9 has been previously submitted to the Escrow Agent.

## **SCHEDULE 1**

Attached to and made a part of the Escrow Agreement (the “Escrow Agreement”) dated July 20, 2017, by and among Sterling National Bank (in its capacity as lessor, “Lessor”), Sandoval County, New Mexico, as Lessee, and Sterling National Bank (in its capacity as escrow agent, the “Escrow Agent”).

**A. Based upon our current understanding of your proposed transaction, the proposed services are as follows, which shall be the responsibility of Lessee: \$0**

**1. New Account Acceptance**

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation.

**2. Monthly Administration**

Covering our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction.

**B. Extraordinary Services and Out-of-Pocket Expenses**

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney’s or accountant’s fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees may be billed at Escrow Agent’s then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services.



## **SANDOVAL COUNTY, NEW MEXICO**

### **RESOLUTION NO. 10-19-17.9A**

RELATING TO THE SANDOVAL COUNTY, NEW MEXICO ENERGY EFFICIENCY LEASE-PURCHASE AGREEMENT (THE "AGREEMENT"); ESTABLISHING THE EXACT AGGREGATE PRINCIPAL AMOUNT OF THE AGREEMENT OF SIX MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,700,000), RENTAL PAYMENT DATES, RATE OF INTEREST, REDEMPTION FEATURES, AND OTHER TERMS WITH RESPECT TO THE AGREEMENT IN ACCORDANCE WITH ORDINANCE NO. 6-15-17.8A ADOPTED ON JUNE 15, 2017; APPROVING THE EXECUTION AND DELIVERY OF A GUARANTEED UTILITY SAVINGS CONTRACT AND AN ESCROW AGREEMENT IN CONNECTION WITH THE AGREEMENT; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN; AND REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION.

All terms not defined herein shall have the meanings given them in Ordinance No. 6-15-17.8A (the "Parameters Ordinance" or the "Ordinance") adopted by the Board on June 15, 2017.

WHEREAS, on June 15, 2017, pursuant to the Act, the Board adopted the Parameters Ordinance authorizing the issuance of the Sandoval County, New Mexico Energy Efficiency Lease-Purchase Agreement (the "Agreement"), (ii) a Guaranteed Utility Savings Contract and (iii) an Escrow Agreement, and providing for the adoption of this resolution (the "Final Terms Resolution") setting forth certain details with respect to the Agreement; and

WHEREAS, the County has received an offer to enter into the Agreement from the Lessor; and

WHEREAS, there has been on deposit with the County Clerk and presented to the Board:

- (A) the proposed form of the Agreement;
  - (B) the proposed form of a Guaranteed Utility Savings Contract; and
  - (C) the proposed form of Escrow Agreement;
- and

WHEREAS, the Board has determined that it is in the best interest of the County to proceed with the Project by adoption of this Resolution.

BE IT RESOLVED BY THE GOVERNING BODY OF SANDOVAL COUNTY, NEW MEXICO:

Section 1. Ratification. All action not inconsistent with the provisions of this Sale Resolution heretofore taken by the Board and the officials of the County directed toward the execution and delivery of the Agreement, the Guaranteed Utility Savings Contract and the Escrow Agreement is hereby ratified, approved and confirmed.

Section 2. Details of the Agreement, Guaranteed Utility Savings Contract and Escrow Agreement. The forms and terms of the Agreement, Guaranteed Utility Savings Contract and Escrow Agreement, as presented at the meeting at which this Resolution is adopted, are hereby approved. The Agreement shall be issued in the aggregate principal amount of \$6,700,000.00, shall be dated its date of execution and delivery to the Lessor, shall bear interest from the date of delivery, at the rate described in the Agreement, payable on the dates set forth in the Agreement. The Guaranteed Utility Savings Contract shall not be executed unless and until all certifications and approvals from the New Mexico Energy, Minerals and Natural Resources Department are obtained.

Section 3. Net Effective Interest Rate. The net effective interest rate on the Agreement is \_\_\_\_\_%, which is less than 12% as required by the Parameters Ordinance.

Section 4. Terms of Documents within Parameters of Ordinance. It is hereby found and determined that the above terms established for the Agreement, Guaranteed Utility Savings Contract and Escrow Agreement are within the parameters established by the Parameters Ordinance.

Section 5. Authorization of Officers. The officers of the County, including without limitation, the Chairman, Manager, Treasurer and Clerk 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 signature and distribution of materials relating to the Agreement, as may be required by the Lessor or bond counsel.

Section 6. Repealer. All bylaws, ordinances and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or resolution, or part thereof, heretofore repealed.

Section 7. Severability. If any section, paragraph, clause or provision hereof shall 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 8. Publication. A title and general summary of the subject matter contained in this Resolution shall be published in substantially the following form after adoption of this Resolution:

[Form of Summary of Sale Resolution for Publication]

Sandoval County, New Mexico  
Notice of Adoption of Sale Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in a resolution duly adopted and approved by the Board of County Commissioners of Sandoval County, New Mexico on July 13, 2017, relating to the details of the County's Energy Efficiency Lease-Purchase Agreement as authorized pursuant to its Ordinance No. 6-15-17.8A duly adopted by the Board on June 15, 2017. Complete copies of the Resolution are available for public inspection during the normal and regular business hours of the County Clerk, 1500 Idalia Road, Building D, Bernalillo, New Mexico.

The title of the Resolution is:

RELATING TO THE SANDOVAL COUNTY, NEW MEXICO ENERGY EFFICIENCY LEASE-PURCHASE AGREEMENT (THE "AGREEMENT"); ESTABLISHING THE EXACT AGGREGATE PRINCIPAL AMOUNT OF THE AGREEMENT OF SIX MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,700,000), RENTAL PAYMENT DATES, RATE OF INTEREST, REDEMPTION FEATURES, AND OTHER TERMS WITH RESPECT TO THE AGREEMENT IN ACCORDANCE WITH ORDINANCE NO. 6-15-17.8A ADOPTED ON JUNE 15, 2017; APPROVING THE EXECUTION AND DELIVERY OF A GUARANTEED UTILITY SAVINGS CONTRACT AND AN ESCROW AGREEMENT IN CONNECTION WITH THE AGREEMENT; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN; AND REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION.

The title sets forth a general summary of the subject matter contained in the Resolution.

[End of Form of Summary for Publication]

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption and approval by the Board and be supplemental to the Parameters Ordinance.



PASSED AND ADOPTED this 19<sup>th</sup> day of October, 2017.

BOARD OF COUNTY COMMISSIONERS  
SANDOVAL COUNTY, NEW MEXICO

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Don G. Chapman, Chairman

**ATTEST:**

---

David J. Heil, Vice Chairman

---

Eileen Garbagni, County Clerk

---

Jay C. Block, Member

---

F. Kenneth Eichwald, Member

---

Dr. JF. Holden-Rhodes

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Maria Encinias, Administration  
**Commissioner Sponsored:** No  
**District:**  
**Agenda:**

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**Information**

**Action Requested:**

Request for a Motion to Adopt Resolution No. 10-19-17.9B Establishing the Legislative Policy and Capital/Funding Requests for Sandoval County.

**Why Action Is Necessary (Summary):**

In preparation for the upcoming Legislative Session, this resolution identifies legislative policy and capital projects. The capital projects that the County would like to get funded were approved through the County's ICIP process.

**Recommendations:**

Recommend Board of Commissioners Approval.

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
-----	-----	DM 10/12/17	-----

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**Attachments**

RESOLUTION NO. 10-19-17.9B

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## **SANDOVAL COUNTY, NEW MEXICO**

### **RESOLUTION NO. 10-19-17.9B**

#### **A RESOLUTION ESTABLISHING LEGISLATIVE POLICY AND CAPITAL/FUNDING REQUESTS FOR SANDOVAL COUNTY FOR THE FIFTY-FOURTH, FIRST SESSION, LEGISLATURE OF THE STATE OF NEW MEXICO**

##### **LEGISLATIVE POLICY:**

1. Monitor any legislation that: (a) proposes any revenue reductions; (b) adversely affects funding sources; or (c) diminishes the County's regulatory authority.
2. Support the initiatives derived from individual county divisions.
3. Monitor any proposed changes to the Inspection of Public Records Act and Open Meetings Act and determine if any proposed changes will negatively impact the County.
4. Monitor any legislation that impacts the tribes and pueblos in Sandoval County including any proposed changes to the Tribal Infrastructure Fund.
5. Monitor any legislation affecting Community Health, Senior Services, and DWI and Prevention funding.
6. Support our municipalities' capital outlay projects.
7. Support the 2018 NMAC Legislative Priorities as approved by the NMAC Board of Directors as follows:

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict;

and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

**CAPITAL/FUNDING REQUESTS:**

1	Detention Center Security	\$1,000,000
2	Paseo Del Volcan	\$1,000,000
3	Offsite Facility for Data Protection	\$112,000
4	Communication for First Responders	\$2,500,000
5	County Road 11 Bridge Replacement	\$450,000

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners, the governing body of Sandoval County, that the legislative program described herein for the Fifty-Fourth, First Session, Legislature of the State of New Mexico is hereby approved and adopted this \_\_\_\_day of October 2017.

**BOARD OF COUNTY COMMISSIONERS  
OF SANDOVAL COUNTY**

\_\_\_\_\_  
Don Chapman, Chair

**ATTEST:**

\_\_\_\_\_  
Dave Heil, Vice Chair

\_\_\_\_\_  
Eileen Garbagni, County Clerk

\_\_\_\_\_  
Dr. J. F. Holden-Rhodes, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jay Block, Member

\_\_\_\_\_  
Heather Smallwood, Asst. County Attorney

\_\_\_\_\_  
Ken Eichwald, Member

**Sandoval County Board of County Commissioners**  
**Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017

**Requestor:** Maria Encinias, Administration

**Commissioner Sponsored:** No

**District:**

**Agenda:**

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**Information**

**Action Requested:**

Request for a Motion to Adopt Resolution No. 10-19-17.10 Designating the Polling Places for the 2018 Primary and General Elections

**Why Action Is Necessary (Summary):**

The Statutes of the State of New Mexico, Section 1-3-2 (1978) requires that no later than the first Monday, in November of each odd-numbered year, the Board of County Commissioners shall by resolution designate, create, consolidate Precincts and Polling Location

**Recommendations:**

Recomend Approval

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>Finance</b> <b>Budget</b>	<b>County</b> <b>Manager</b>	<b>Other</b>
EG 10/11/17	HRS 10/11/17	-----	DM 10/12/17	-----

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**Fiscal Impact**

**Attachments**

Polling Locations Presentation

Voting Convenience Centers and Number of Sites

RESOLUTION NO. 10-19-17.10

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# Sandoval County


2018

## Primary and General Elections Designation of Precincts and Polling Locations

Presented by

Eileen Garbagni, County Clerk

Bernice Chavez, Manager, Bureau of Elections





The Statutes of the State of New Mexico, Section 1-3-2 (1978) requires that not later than the first Monday, in November of each odd-numbered year, the Board of County Commissioners shall by resolution designate, create, consolidate precincts and polling locations.

Attached are the 2018 Primary and General Election Projections, Precincts and Polling Locations for Absentee, Early Voting, Voting Convenience Center, Rural/Traditional Precincts, with Ballot on Demands and Dominion Voting Machines, allocated for each location.





Upon approval, a resolution needs to be signed by the County Commission and recorded in the County Clerk's Office on or before November 6, 2017. A copy will be sent to the Office of the Secretary of State.

During the 2018 Primary and General Elections, Sandoval County Voters will be able to find all Precinct, Polling Locations and addresses, by going to the Sandoval County, Bureau of Elections website and clicking on map it.

Other advertisements will be on three (3) local television stations: 4-KOB, 7-KOAT, 13-KRQE/KASA. Radio stations, digital billboards, phones and newspaper.







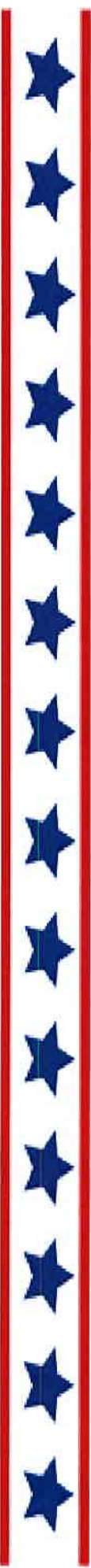
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2018

# PRIMARY ELECTION



10/19/2017	2018 Primary (26) Voting Convenience Centers										Projections				
Number of Sites	Polling Locations	Precinct Numbers	No. Pcts.	2014 Primary Eligible Voters	2016 Primary Eligible Voters	2018 Primary Eligible Voters	Projected Absentee Early 40%	Projected Voting Election Day 25%	Projected Voting Over All 65%	Projected 350 Voters Per AutoVote	Provisional's And Spoiled AutoVote	Total AutoVote Requesting Per Site			
1	Bernalillo High School Gym	1,2.	2	2,368	2,339	2,488	995.20	622.00	1,617.20	2	1	3			
2	Bernalillo Middle School	3,4.	2	1,079	1,092	1,206	482.40	301.50	783.90	2	1	3			
3	Placitas Community Library	55,76.	2	1,863	1,910	1,963	785.20	490.75	1,275.95	2	1	3			
4	Las Placitas Pres. Church	5,56.	2	1,629	1,715	1,787	714.80	446.75	1,161.55	2	1	3			
5	Cuba Senior Center	21,22.	2	774	740	850	340.00	212.50	552.50	2	1	3			
6	Corrales Recreation Center	11,12,57.	3	2,950	2,978	2,998	1,199.20	749.50	1,948.70	3	1	4			
7	Sandia View Christian	13,53,54.	3	2,944	2,919	2,982	1,192.80	745.50	1,938.30	3	1	4			
8	Maggie Cordova Elementary	30,72,86.	3	3,272	3,769	4,021	1,608.40	1,005.25	2,613.65	3	1	4			
9	Highlands University RR	31,32,33.	3	3,185	3,117	3,211	1,284.40	802.75	2,087.15	3	1	4			
10	Com. Of Joy Lutheran Church	34,62,83.	3	2,638	2,613	2,552	1,020.80	638.00	1,658.80	3	1	4			
11	Enchanted Hills Elementary	35,36,59.	3	1,998	1,955	2,013	805.20	503.25	1,308.45	3	1	4			
12	Rio Rancho Public Library	37,39.	2	2,959	3,332	3,724	1,489.60	931.00	2,420.60	3	1	4			
13	Sandoval County Admin. Bldg.	38,52.	2	1,316	1,299	1,409	563.60	352.25	915.85	3	1	4			
14	Esther Bone Memorial Library	40,49,81.	3	2,567	2,425	2,460	984.00	615.00	1,599.00	3	1	4			
15	Eagle Ridge Middle School	41,48,73.	3	2,396	2,377	2,434	973.60	608.50	1,582.10	3	1	4			
16	Our Lady Queen of Angels	42,43,44.	3	2,620	2,559	2,644	1,057.60	661.00	1,718.60	3	1	4			
17	Puesta Del Sol Elementary	70,85.	2	1,684	1,686	1,792	716.80	448.00	1,164.80	3	1	4			
18	Cielo Azul Elementary Sch.	47,69.	2	2,704	2,817	2,888	1,155.20	722.00	1,877.20	3	1	4			
19	Rio Rancho Middle School	50,58.	2	2,430	2,581	2,833	1,133.20	708.25	1,841.45	3	1	4			
20	Meadowlark Senior Center	60,61.	2	1,412	1,384	1,443	577.20	360.75	937.95	3	1	4			
21	Rio Rancho City Hall	63,68,84.	3	2,886	3,033	3,190	1,276.00	797.50	2,073.50	3	1	4			
22	Mountain View Middle Sch.	65,82.	2	2,236	2,170	2,208	883.20	552.00	1,435.20	3	1	4			
23	Vista Grande Elementary	66,75.	2	2,260	2,216	2,368	947.20	592.00	1,539.20	3	1	4			
24	Colinas Del Norte Elementary	67,71,80.	3	3,174	3,239	3,409	1,363.60	852.25	2,215.85	3	1	4			
25	Alegria Club House	64,74.	2	2,470	2,588	2,671	1,068.40	667.75	1,736.15	3	1	4			
26	Soul Rio Church	45,46.	2	1,777	1,703	1,750	700.00	437.50	1,137.50	3	1	4			
	Total	63	63	59,591	60,556	63,294	25,318	15,824	41,141	73	26	99			

10/19/2017 Number of Sites	2018 Primary 1 - Voting Absentee By Mail Location	Polling Locations Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
1	Sandoval County Administration Building-BOE Dept.	3	1
	<b>22 - Voting</b>		
	<b>Early Voting Locations</b>		
1	Sandoval County Administration Building -1st Floor	4	2
2	Voting Machine Warehouse	4	2
3	Rio Rancho City Hall	4	2
4	Esther Bone Memorial Library	4	2
5	Meadowlark Senior Center	4	2
6	Corrales Community Center	4	2
7	Living Word Church	4	2
8	Rio Rancho Public Library	4	2
9	Las Placitas Presbyterian Church	4	2
10	Cuba Senior Center	4	2
11	Our Lady Queen of Angels	4	2
12	Community of Joy Lutheran Church	4	2
13	Santa Ana Pueblo Wellness Center	2	2
14	Zia Pueblo Community Center	2	2
15	Santo Domingo Pueblo Community Center	2	2
16	Cochiti Pueblo Community Center	2	2
17	Torreon Chapter House	2	2
18	Ojo Encino Chapter House	2	2
19	San Felipe Pueblo Senior Center	2	2
20	Jemez Pueblo Civic Center	2	2
21	Counselors Chapter House	2	2
22	Sandia Pueblo Community Center	2	2
	<b>Total</b>	<b>71</b>	<b>45</b>
	<b>Polling Locations Are Subject to Change</b>		

2018 Primary Polling Locations			
Number of Sites	26 - Voting Convenience Centers	Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
1	Bernalillo High School Gym	3	2
2	Bernalillo Middle School	3	2
3	Placitas Community Library	3	2
4	Las Placitas Pres. Church	3	2
5	Cuba Senior Center	3	2
6	Corrales Recreation Center	4	2
7	Sandia View Christian School	4	2
8	Maggie Cordova Elementary	4	2
9	Highlands University RR	4	2
10	Community of Joy Lutheran Church	4	2
11	Enchanted Hills Elementary	4	2
12	Rio Rancho Public Library	4	2
13	Sandoval County Admin. Bldg.	4	2
14	Esther Bone Memorial Library	4	2
15	Eagle Ridge Middle School	4	2
16	Our Lady Queen of Angels	4	2
17	Puesta Del Sol Elementary	4	2
18	Cielo Azul Elementary Sch.	4	2
19	Rio Rancho Middle School	4	2
20	Meadowlark Senior Center	4	2
21	Rio Rancho City Hall	4	2
22	Mountain View Middle Sch.	4	2
23	Vista Grande Elementary	4	2
24	Colinas Del Norte Elementary	4	2
25	Alegria Club House	4	2
26	Soul Rio Church	4	2
	Polling Locations Are Subject to Change		
	Total	99	52

Number of Precinct	2018 Primary Polling Locations		
	23 - Voting Traditional Locations	Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
6	Algodones Elementary School	0	2
7	Pena Blanca Community Center	0	2
8	Cochiti Pueblo Community Center	0	2
9	San Felipe Pueblo Senior Center	0	2
10	Cochiti Lake Volunteer Fire/EMS	0	2
14	Zia Pueblo Community Center	0	2
15	Walatowa Youth Center	0	2
16	Ponderosa Volunteer Fire Station	0	2
17	Jemez Valley Community Center	0	2
18	Our Lady of Assumption Catholic Church	0	2
19	Santa Ana Pueblo Wellness Center	0	2
20	Santo Domingo Pueblo Community Center	0	2
23	La Jara Volunteer Fire Station	0	2
24	Counselors Chapter House	0	2
25	Torreón Chapter House	0	2
26	Ojo Encino Chapter House	0	2
27	San Ysidro Public Safety Training Room	0	2
28	La Madera Volunteer Fire Station	0	2
29	Sandia Pueblo Community Center	0	2
51	Sandoval County Administration Building / BOE	0	1
77	Community Resource Center	0	2
78	La Cueva Volunteer Fire Station	0	2
79	Sierra Los Pinos Volunteer Fire Station	0	2
	<b>Total</b>	<b>0</b>	<b>45</b>
	<b>Polling Locations Are Subject to Change</b>		
	<b>Grand Total</b>	<b>170</b>	<b>142</b>





2018

# GENERAL ELECTION



10/19/2017	2018 General (26) Voting Convenience Centers										Projections			
Number of Sites	Polling Locations	Precinct Numbers	No. Pcts.	2014 General Eligible Voters	2016 General Eligible Voters	2018 General Eligible Voters	Projected Absentee Early 45%	Projected Voting Election Day 30%	Projected Voting Over All 75%	Projected 350 Voters Per AutoVote	Provisional's And Spoiled AutoVote	Total AutoVote Requesting Per Site		
1	Bernalillo High School Gym	1.2.	2	2,923	3,004	3,210	1444.50	963.00	2,407.50	2	1	3		
2	Bernalillo Middle School	3.4.	2	1,315	1,355	1,577	709.65	473.10	1,182.75	2	1	3		
3	Placitas Community Library	55.76.	2	2,338	2,432	2,549	1147.05	764.7	1,911.75	2	1	3		
4	Las Placitas Pres. Church	5.56.	2	2,167	2,272	2,397	1078.65	719.1	1,797.75	2	1	3		
5	Cuba Senior Center	21.22.	2	931	904	1,133	509.85	339.90	849.75	2	1	3		
6	Corrales Recreation Center	11,12.57.	3	3,653	3,755	3,813	1,715.85	1,143.90	2,859.75	3	1	4		
7	Sandia View Christian	13,53,54.	3	3,675	3,789	3,869	1,741.05	1,160.70	2,901.75	3	1	4		
8	Maggie Cordova Elementary	30,72,86.	3	4,431	5,349	5,298	2,384.10	1,589.40	3,973.50	3	1	4		
9	Highlands University RR	31,32,33.	3	4,071	4,266	4,272	1,922.40	1,281.60	3,204.00	3	1	4		
10	Corn. Of Joy Lutheran Church	34,62,83.	3	3,393	3,498	3,379	1,520.55	1,013.70	2,534.25	3	1	4		
11	Enchanted Hills Elementary	35,36,59.	3	2,568	2,688	2,773	1,247.85	831.90	2,079.75	3	1	4		
12	Rio Rancho Public Library	37,39.	2	4,046	4,977	5,073	2,282.85	1,521.90	3,804.75	3	1	4		
13	Sandoval County Admin. Bldg.	38,52.	2	1,738	1,771	1,921	864.45	576.30	1,440.75	3	1	4		
14	Esther Bone Memorial Library	40,49,81.	3	3,246	3,288	3,344	1,504.80	1,003.20	2,508.00	3	1	4		
15	Eagle Ridge Middle School	41,48,73.	3	3,005	3,128	3,217	1,447.65	965.10	2,412.75	3	1	4		
16	Our Lady Queen of Angels	42,43,44.	3	3,386	3,535	3,625	1,631.25	1,087.50	2,718.75	3	1	4		
17	Puesta Del Sol Elementary	70,85.	2	2,163	2,351	2,481	1,116.45	744.30	1,860.75	3	1	4		
18	Cielo Azul Elementary Sch.	47,69.	2	3,620	4,031	4,019	1,808.55	1,205.70	3,014.25	3	1	4		
19	Rio Rancho Middle School	50,58.	2	3,192	3,661	3,779	1,700.55	1,133.70	2,834.25	3	1	4		
20	Meadowlark Senior Center	60,61.	2	1,859	1,895	2,005	902.25	601.50	1,503.75	3	1	4		
21	Rio Rancho City Hall	63,68,84.	3	3,812	4,371	4,393	1,976.85	1,317.90	3,294.75	3	1	4		
22	Mountain View Middle Sch.	65,82.	2	2,964	2,994	3,052	1,373.40	915.60	2,289.00	3	1	4		
23	Vista Grande Elementary	66,75.	2	2,898	3,119	3,202	1,440.90	960.60	2,401.50	3	1	4		
24	Colinas Del Norte Elementary	67,71,80.	3	4,284	4,698	4,691	2,110.95	1,407.30	3,518.25	3	1	4		
25	Alegria Club House	64,74.	2	3,301	3,510	3,564	1,603.80	1069.20	2,673.00	3	1	4		
26	Soul Rio Church	45,46.	2	2,376	2,375	2,461	1107.45	738.30	1,904.00	3	1	4		
	Total	63	63	77,355	83,016	85,097	38,294	25,529	63,881	73	26	99		



10/19/2017	2018 General Polling Locations		
Number of Sites	1 - Voting Absentee By Mail	Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
1	Sandoval County Administration Building-BOE Dept.	3	1
	<b>22 - Voting</b>		
	<b>Early Sites</b>		
1	Sandoval County Administration Building -1st Floor	5	2
2	Voting Machine Warehouse	5	2
3	Rio Rancho City Hall	5	2
4	Esther Bone Memorial Library	5	2
5	Meadowlark Senior Center	5	2
6	Corrales Community Center	5	2
7	Living Word Church	5	2
8	Rio Rancho Public Library	5	2
9	Las Placitas Presbyterian Church	5	2
10	Cuba Senior Center	5	2
11	Our Lady Queen of Angels	5	2
12	Community of Joy Lutheran Church	5	2
13	Santa Ana Pueblo Wellness Center	2	2
14	Zia Pueblo Community Center	2	2
15	Santo Domingo Pueblo Community Center	2	2
16	Cochiti Pueblo Community Center	2	2
17	Torreon Chapter House	2	2
18	Ojo Encino Chapter House	2	2
19	San Felipe Pueblo Senior Center	2	2
20	Jemez Pueblo Civic Center	2	2
21	Counselors Chapter House	2	2
22	Sandia Pueblo Community Center	2	2
	<b>Total</b>	<b>83</b>	<b>45</b>
	<b>Polling Locations Are Subject to Change</b>		

2018 General Polling Locations			
Number of Sites	26 - Voting Convenience Centers	Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
1	Bernalillo High School Gym	3	2
2	Bernalillo Middle School	3	2
3	Placitas Community Library	3	2
4	Las Placitas Pres. Church	3	2
5	Cuba Senior Center	3	2
6	Corrales Recreation Center	4	2
7	Sandia View Christian School	4	2
8	Maggie Cordova Elementary	4	2
9	Highlands University RR	4	2
10	Community of Joy Lutheran Church	4	2
11	Enchanted Hills Elementary	4	2
12	Rio Rancho Public Library	4	2
13	Sandoval County Admin. Bldg.	4	2
14	Esther Bone Memorial Library	4	2
15	Eagle Ridge Middle School	4	2
16	Our Lady Queen of Angels	4	2
17	Puesta Del Sol Elementary	4	2
18	Cielo Azul Elementary Sch.	4	2
19	Rio Rancho Middle School	4	2
20	Meadowlark Senior Center	4	2
21	Rio Rancho City Hall	4	2
22	Mountain View Middle Sch.	4	2
23	Vista Grande Elementary	4	2
24	Colinas Del Norte Elementary	4	2
25	Alegria Club House	4	2
26	Soul Rio Church	4	2
<b>Total</b>		<b>99</b>	<b>52</b>
<b>Polling Locations Are Subject to Change</b>			

Precinct Number	2018 General Polling Locations		
	23 - Voting Rural / Traditional Precincts	Ballot on Demand AutoVote Per Site	Dominion (ICE) Voting Machines Per Site
6	Algodones Elementary School	0	2
7	Pena Blanca Community Center	0	2
8	Cochiti Pueblo Community Center	0	2
9	San Felipe Pueblo Senior Center	0	2
10	Cochiti Lake Volunteer Fire/EMS	0	2
14	Zia Pueblo Community Center	0	2
15	Walatowa Youth Center	0	2
16	Ponderosa Volunteer Fire Station	0	2
17	Jemez Valley Community Center	0	2
18	Our Lady of Assumption Catholic Church	0	2
19	Santa Ana Pueblo Wellness Center	0	2
20	Santo Domingo Pueblo Community Center	0	2
23	La Jara Volunteer Fire Station	0	2
24	Counselors Chapter House	0	2
25	Torreon Chapter House	0	2
26	Ojo Encino Chapter House	0	2
27	San Ysidro Public Safety Training Room	0	2
28	La Madera Volunteer Fire Station	0	2
29	Sandia Pueblo Community Center	0	2
51	Sandoval County Administration Building / BOE	0	1
77	Community Resource Center	0	2
78	La Cueva Volunteer Fire Station	0	2
79	Sierra Los Pinos Volunteer Fire Station	0	2
	<b>Total</b>	<b>0</b>	<b>45</b>
	<b>Polling Locations Are Subject to Change</b>		
	<b>Grand Total</b>	<b>182</b>	<b>142</b>

Exhibit - A Sandoval County 2018 Primary and General Elections 26 - Voting Convenience Centers	
Number of Sites	
1	Bernalillo High School Gym
2	Bernalillo Middle School
3	Placitas Community Library
4	Las Placitas Presbyterian Church
5	Cuba Senior Center
6	Corrales Recreation Center
7	Sandia View Christian School
8	Maggie Cordova Elementary
9	Highlands University in Rio Rancho
10	Community of Joy Lutheran Church
11	Enchanted Hills Elementary
12	Rio Rancho Public Library
13	Sandoval County Administration Building D
14	Esther Bone Memorial Library
15	Eagle Ridge Middle School
16	Our Lady Queen of Angels
17	Puesta Del Sol Elementary School
18	Cielo Azul Elementary School
19	Rio Rancho Middle School
20	Meadowlark Senior Center
21	Rio Rancho City Hall
22	Mountain View Middle School
23	Vista Grande Elementary School
24	Colinas Del Norte Elementary School
25	Alegria Club House
26	Soul Rio Church
	Polling Locations Are Subject to Change

## 23 - Rural / Traditional Precincts

<div> <div>Exhibit - B</div> <div>Sandoval County</div> <div>2018 Primary and General Elections</div> <div>23 - Rural / Traditional Precincts</div> </div>		Precinct Number
6	Algodones Elementary School	
7	Pena Blanca Community Center	
8	Cochiti Pueblo Community Center	
9	San Felipe Pueblo Senior Center	
10	Cochiti Lake Volunteer Fire/EMS	
14	Zia Pueblo Community Center	
15	Walatowa Youth Center	
16	Ponderosa Volunteer Fire Station	
17	Jemez Valley Community Center	
18	Our Lady of Assumption Catholic Church	
19	Santa Ana Pueblo Wellness Center	
20	Santo Domingo Pueblo Community Center	
23	La Jara Volunteer Fire Station	
24	Counselors Chapter House	
25	Torreon Chapter House	
26	Ojo Encino Chapter House	
27	San Ysidro Public Safety Training Room	
28	La Madera Volunteer Fire Station	
29	Sandia Pueblo Community Center	
51	Sandoval County Administration Building D	
77	Community Resource Center	
78	La Cueva Volunteer Fire Station	
79	Sierra Los Pinos Volunteer Fire Station	
Polling Locations Are Subject to Change		



## **SANDOVAL COUNTY, NEW MEXICO**

### **RESOLUTION NO. 10-19-17.10**

#### **A RESOLUTION DESIGNATING THE POLLING PLACES FOR THE 2018 PRIMARY AND GENERAL ELECTIONS**

**WHEREAS**, the New Mexico Statutes Annotated 1978 1-3-2 (2011) requires that no later than the first Monday in November of the odd-numbered year, the Board of County Commissioners shall by resolution designate polling places; and

**WHEREAS**, the County Clerk has prepared the attached exhibits that designate polling places in Sandoval County for the 2018 Primary and General Elections; and

**WHEREAS**, the Board of County Commissioners finds that the polling places enumerated in attached exhibits provide individuals with physical mobility limitations unobstructed access to at least one (1) voting machine; and

**WHEREAS**, the Board of County Commissioners finds that each polling place designated in the exhibits comply with the provisions of NMSA 1978 1-3-7 (2011), titled Polling Places; and

**WHEREAS**, "Exhibits A" and "Exhibit B", attached hereto, designate a mix of convenience centers and Rural/Traditional precincts in accordance with NMSA 1978 1-3-4 (2011); and

**WHEREAS**, the Board of County Commissioners finds that those precincts that are consolidated to create Voting Convenience Centers and referred to in Exhibit A, meet the requirements of NMSA 1978 1-3-4 (2011), will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center, will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays for voters in the voting process, and are centrally located within the consolidated precinct; and

**WHEREAS**, the Board of County Commissioners finds that those precincts referred to in Exhibit B are Rural/Traditional Precincts pursuant to NMSA 1978 1-3-4 (D) (6) (2011), permitting the voters of those precincts the option of voting in their precinct on election day or in a Voting Convenience Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners hereby designates the polling places for the 2018 Primary and General Election as enumerated in Exhibit A and Exhibit B attached hereto.

**APPROVED, ADOPTED AND PASSED THIS \_\_\_\_\_ DAY OF OCTOBER, 2017.**

**BOARD OF COUNTY COMMISSIONERS  
SANDOVAL COUNTY**

**ATTEST:**

\_\_\_\_\_  
Eileen Garbagni, County Clerk

\_\_\_\_\_  
Don G. Chapman, Chair

\_\_\_\_\_  
David J. Heil, Vice Chair

\_\_\_\_\_  
Jay C. Block, Member

\_\_\_\_\_  
F. Kenneth Eichwald, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Heather Smallwood,  
Assistant County Attorney

\_\_\_\_\_  
James F. Holden-Rhodes, Member

**Sandoval County Board of County Commissioners  
Agenda Item Summary**

**Regular Meeting**

**Meeting Date:** 10/19/2017  
**Requestor:** Roseanne Varela, Public Works  
**Commissioner Sponsored:** No  
**District:** N/A - Not Commissioner Sponsored  
**Agenda:**

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**Information**

**Action Requested:**

Approval to Publish and Post the Environmental Solid Waste Ordinance Amending Ordinance No. 03-11-16.16A to Accept Household Waste Collections in the Unincorporated Areas of Sandoval County.

**Why Action Is Necessary (Summary):**

Commission approved the acceptance of Household Waste Collection for the Unincorporated Areas of Sandoval County,

**Recommendations:**

Recommend Approval

**Recommended Approval:**

<b>Department</b> Director/Elected Official	<b>Attorney</b> As to Form	<b>County Manager</b>	<b>Other</b>
TM 10/12/17	HRS 10/12/17	DM 10/12/17	-----

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**Attachments**

SOLID WASTE ORDINANCE

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**BOARD OF COUNTY COMMISSIONERS  
OF SANDOVAL COUNTY, NEW MEXICO  
ORDINANCE NO.**

**AN ORDINANCE, AMENDING ORDINANCE NO. 03-11-16.16A ENVIRONMENTAL SOLID WASTE ORDINANCE OF SANDOVAL COUNTY, FOR THE ACCEPTANCE OF THE HOUSEHOLD WASTE COLLECTION OF THE UNINCORPORATED AREA OF SANDOVAL COUNTY. BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY, NEW MEXICO:**

- **Chapter 14 - ENVIRONMENT**
- **ARTICLE I. - IN GENERAL**
- **Secs. 14-1—14-18. - Reserved.**
- **ARTICLE II. - NUISANCES**
- **Sec. 14-19. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned vehicle* means a motor vehicle which has remained for more than 48 hours in the condition described by one of the following:

- (1) Without license plates or temporary registration conspicuously displayed thereon; or
- (2) With license plates which have an expiration date more than 90 days prior to the date of inspection.

*Blight* or *blighted* means unsightly conditions, including, but not limited to, the accumulation of debris; fences characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting;

landscaping that is dead, characterized by uncontrolled growth or lack of maintenance, or is damaged; and any other similar conditions of disrepair and deterioration, regardless of other properties in the area.

Commercial Solid Waste Collection means all solid waste collection from business establishments and multiple-family dwellings with containers that are 3 cubic yards or larger.

*Commercial solid waste contractor.*

(1)

The term "commercial solid waste contractor" means any person transporting solid waste for hire by whatever approved means for the purpose of transfer, processing, storing or disposing of the solid waste in a solid waste facility.

(2)

The term "commercial solid waste contractor" does not include an individual transporting solid waste generated on or from one's residential premises for the purpose of disposing of it in a solid waste facility.

*Construction and demolition (C&D) debris.*

(1)

The term "construction and demolition (C&D) debris" means materials generally considered water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing materials, pipe, gypsum wallboard and lumber from the construction or destruction of a structure, and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing.

(2)

If debris is mixed with any other types of solid waste, it loses its classification as C&D debris.

(3)

Construction and demolition debris does not include asbestos or liquids, including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.

*County manager* means the county manager or designated representative.

Contract Agreement refers to a binding agreement between the county and a contractor/ hauler that was selected through a statutory procurement process and engaged in the business of collection of residential solid waste and/or recyclables in the unincorporated areas of Sandoval County, excluding Placitas, setting forth terms, conditions and duration of the exclusive franchise collection contract.

*Debris* means any substance of little or no apparent economic value, including, but not limited to, deteriorated lumber, old newspapers, furniture parts, stoves, sinks, cabinets, household fixtures, refrigerators, car parts, abandoned or neglected equipment, or the scattered remains of items.

*Deterioration* means the condition or appearance of a building or structure, or part thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay, neglect, or lack of maintenance.

*Dispose or disposal* means the causing, allowing, or maintaining the abandonment, discharge, deposit, placement, injection, dumping, spilling, or leaking of any solid waste into or on any land or water.

*Exclusive Residential Franchise Hauler* refers to the company contracted by the County of Sandoval through a statutory procurement process to provide exclusive residential solid waste collection services to the unincorporated areas of Sandoval County, excluding Placitas, in such that the contracted hauler is the only hauler authorized to provide such residential collection services in the prescribed areas.

*Exposed to public view* means any premises or any building, or any part thereof, which may be lawfully viewed by the public or any member thereof from the sidewalk, street, alleyway, or open-air parking lot, or from any adjoining or neighboring premises.

*Fire hazard* means anything or act which may increase or may cause any increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by the fire marshal's office, or which may obstruct, delay or hinder the prevention, suppression or extinguishments of fire.

*Garbage* means animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

*Health hazard* means the presence of any items which adversely impact or jeopardize the well-being or health of an individual. Such items include human waste, medical or biological waste, sharp objects, gas use or combustible liquids, radioactive waste, dangerous or corrosive chemicals or liquids, flammable or explosive materials, asbestos, offal and decayed matter.

*Household waste* means any solid waste, including garbage and trash derived from households, including single and multiple residences, domiciles, campgrounds, picnic grounds and day-use recreation areas.

*Infestation* means the apparent presence of unpleasant, damaging or unhealthy insects, rodents, reptiles or pests.

*Inoperable vehicle* means any motor vehicle that by reason of dismantling, disrepair or other reasons is incapable of being propelled under its own power.

*Litter* means decaying or non-decaying solid or semisolid waste, including, but not limited to, both combustible or noncombustible waste, such as paper, trash, cardboard, waste material, cans, yard clippings, wood, glass, bedding, discarded appliances, discarded furniture, dry vegetation, dead or diseased trees, and piles of earth mixed with any of the above foreign objects, including inoperable vehicles.

*Lot* means a parcel or tract of land, platted or placed on the county clerk's record in accordance with applicable laws and ordinances, generally as a portion of a subdivision intended for development purposes, including public rights-of-way.

*Multiple Family Dwelling* is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex. This classification does not include mobile home parks or multiple individual homes on one property.

*Open burning* means the combustion of solid waste without:

- (1) Control of combustion air to maintain adequate temperature for efficient combustion;
- (2) Containment of the combustion reaction in an enclosed device to provide sufficient time and mixing for complete combustion; and
- (3) Control of the emission of the combustion products.

*Owner* means the property owner, whether or not residing on said premises.

*Person* means any natural person or any firm, partnership, association, corporation, company, or organization of any kind.

*Premises* means an improved or unimproved structure, designed for private or commercial use.

*Public nuisance* means creating, performing or maintaining anything without lawful authority that may affect any citizen which is either injurious to public health, safety or welfare, or interferes with the exercise or enjoyment of a public right, including the right to use public property.

*Public place* means any land owned by the community (or open to common use) such as streets, sidewalks, boulevards, alleys, arroyos or other public ways and any and all public parks, spaces, grounds and buildings.

*Residential Collection is refuse collected from a single dwelling or mobile home park not otherwise classified as commercial collection.*

*Refuse* means, but is not limited to, all solid waste including ashes, wastes or unwholesome material or any kind, street cleanings, dead animals, abandoned motor vehicles, vehicle parts and solid market and industrial waste.

*Responsible party* means the owner of any premises, whether vacant, improved or unimproved, used primarily for either residential, private or business purposes.

*Rubbish* means and includes, but is not limited to, all solid wastes, both combustible and noncombustible, such as paper, cardboard, cans, wood, yard clippings, leaves, dirt, glass, bedding, crockery, and similar materials.

*Site* means a lot or combination of lots held in single ownership and requiring solid waste collection service. If several adjacent lots are owned by a developer at the time of building permit issuance, they will be considered separate sites.

*Solid waste* means, but is not limited to, any garbage, litter, refuse, rubbish, special waste, appliances, inoperable vehicles and other discarded materials originating from residential, business or industrial sources.

*Storage* means the accumulation of solid waste for the purpose of processing or disposal.

*Structure* means a structure at least six feet in height and tall enough to eliminate the public's view, including neighbors, of the interior and meets all applicable building codes.

*Yard refuse* means vegetative matter resulting from landscaping, land maintenance and land clearing operations.

*Zoning ordinance* means the current county zoning ordinances, found in appendix A to this Code.

(Ord. No. 03-11-16.16A, § 1, 11-16-2003)

• **Sec. 14-20. - Penalty.**

(a)

Any person convicted of a violation of the provisions of this article or any regulation promulgated hereunder shall be guilty of a misdemeanor and shall be subject to a penalty up to the maximum penalty allowed by state statute. Each day such violation is committed or permitted to continue shall be considered a separate offense and shall be punished as such.

(b)

It shall be a violation of this chapter to remove solid waste or recyclable material deposited for collection from public or private property except as provided herein. Any containers provided by the contractor shall be utilized for the purpose intended as provided in this chapter. Any private hauler, other than the exclusive residential franchise hauler, found to be providing residential collection services in the unincorporated areas of Sandoval County, excluding Placitas, will be subject to penalties as described in section C.3 of this chapter and/or Hauler may be reported to New Mexico Environmental, Solid Waste Bureau for violation of this ordinance.

(c)

It shall be a violation of this chapter for any person, firm or corporation to neglect, refuse to comply with, or resist the enforcement of any provision thereof. Violators of any provision of this chapter shall be deemed guilty of a misdemeanor; and upon conviction thereof, shall be punished by 90 days in jail for each separate offense and/or a fine as follows:

(1)

Not exceeding \$1,000 for discarding or disposing of solid waste, litter or garbage on public or private property in any manner other than by disposing it in accordance with this chapter; or

(2)

Not exceeding \$5,000 for the improper or illegal disposal of hazardous waste in any manner other than as provided in this chapter; or

(3)

\$300 per occurrence for violation of any other provision of this chapter. It is possible that multiple penalties could accrue per day depending upon the circumstance.

(d)

The director of county planning and zoning or his designee and the code enforcement officers shall enforce this article, as shall deputies of the county sheriff's department. Such

enforcement shall include the inspection of premises, the issuance of violations and the issuance of citations.

(e)

It shall be unlawful and a violation of this article for the owner, builder, agent, lessee or occupant of any lot within the described area of the county to allow solid waste or debris to accumulate upon such property or to allow materials to accumulate and in any way become hazardous or injurious to public health or to obstruct pedestrian or vehicular traffic. Any responsible party who causes, permits, facilitates or aids or abets any violation of any provision of this article shall be subject to enforcement as stated herein.

(f)

Any person violating the provisions of this article may be issued a notice of violation or a citation to magistrate court.

(Ord. No. 03-11-16.16A, § 13, 11-16-2003)

- **Sec. 14-21. - Exterior premises—Vacant land; maintenance standards.**

(a)

*General land.* All land, including exterior premises and vacant land, whether improved or unimproved, shall be maintained free from any accumulation of debris or blight, which includes, but is not limited to, graffiti on walls, fences or mail boxes, accumulation of litter, rubbish, refuse, waste material, bottles, paper, glass, cans, organic or inorganic material, inoperable or disabled vehicles, piles of mixed material, dry vegetation, rags, empty barrels, boxes, crates, packing cases, mattresses, bedding, lumber not neatly piled, lumber stored in front yards, scrap iron, tin and other metal not neatly piled, or anything whatsoever in which insects, rodents, snakes or other harmful pests may live, breed or multiply or which may otherwise create a health hazard.

(b)

*Stored materials.* It shall be unlawful to accumulate and store building material, lumber, boxes, cartons or other containers, machinery, scrap metal, junk, raw material, fabricated goods and other items in such manner as to constitute a public nuisance or rodent haborage.

(c)

*Exterior insect, rodent and animal control.* All premises shall be kept free from insect and rodent infestation and other noxious pests. This provision shall not require action to disturb the natural activity of bees, rabbits, or other insects and animals where such activity is not a danger or nuisance to any residents of the area and where other applicable legal requirements are met.

(d)

*Drainage.* All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition or becomes a breeding area for insects.

(Ord. No. 03-11-16.16A, § 2, 11-16-2003)

- **Sec. 14-22. - Same—Storage of inoperable or abandoned vehicles.**

(a)

Outdoor storage of inoperable or abandoned vehicles or parts thereof on the premises is prohibited. Inoperable or abandoned vehicles may only be stored on the premises within a

building or enclosure so as not to be visible from any adjoining property or public road. Vehicles shall not be used for storage or other purposes unless enclosed within a building or solid fence on the premises.

(b)

Exceptions.

(1)

This section shall not apply in an area where such activity is within the contemplated purposes of a duly licensed business with the appropriate zoning, or where such vehicles are kept in an enclosed structure, or when vehicles are owned and actively being restored if within the last 30 days the owner has spent at least ten hours of labor in repairing, rebuilding or reconstruction of a motor vehicle. The burden shall be on the owner of the vehicle to prove that it is being actively restored, which may include receipts for the purchase of parts and supplies during the last 30 days which have been installed on the vehicle.

(2)

Any person, being owner or tenant, may store, permit to be stored or allow to remain upon his residential premises any dismantled, partially dismantled or inoperative motor vehicle, or parts thereof, for a period not to exceed one month, if such motor vehicle is registered in the resident's name.

(3)

One inoperable or abandoned vehicle may be stored upon property within the county when not within a wholly enclosed structure, if fully covered and placed in the side or back yard. Any such vehicle must be at least five feet from any property line and at least five feet from any permanent structure.

(c)

Extension. Any person violating this section may, in the event of hardship, request an extension of this article's compliance period by a written request to the planning and zoning director or his designee.

(d)

This section shall not be construed to permit the parking or placement of inoperable or abandoned motor vehicles on any public street. Placement of inoperable or abandoned vehicles on any public street is subject to enforcement by the county sheriff's department or by the county planning and zoning department.

(Ord. No. 03-11-16.16A, § 3, 11-16-2003)

• **Sec. 14-23. - Same—Antilitter.**

(a)

*Litter in public places.* No person shall throw or deposit litter in or upon any street, sidewalk, or other public place within the area except in public receptacles, which are approved for collection or at a state approved sanitary landfill.

(b)

*Placement of litter in receptacles so as to prevent scattering.* Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private place. Receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.

(c)



*Unlawful dumping or disposal of solid waste.* It shall be unlawful to dispose of solid waste in any manner other than as specified section in [14-24](#).

(1)

*Unlawful to dump in arroyo, stream, bed, drainage ditch, fountains or body of water.* It shall be unlawful for any person to place or dump solid waste or debris in any arroyo, stream bed, drainage ditch, public fountain or any public body of water within the boundaries of the county.

(2)

*Dumping on property.* It shall be unlawful for any person to place or dump solid waste or debris on any property within the county, whether owned by such person or not.

(3)

*Securing vacant lots.* Vacant lots or lands which have been the subject of repeated dumping shall be secured to prevent future occurrences of dumping. Methods of securing vacant lots or lands must be approved and may include permanent fencing, ditch or berm, or placement of four-foot-high posts at four-foot intervals. Signs stating "No Dumping" shall be erected in accordance with applicable ordinances on vacant lands which have been subject to dumping on more than one occasion.

(d)

*Transportation of solid waste.* No person shall drive or move any vehicle within the county that has been loaded with solid waste unless such solid waste is covered or securely loaded in such a manner to prevent littering.

(Ord. No. 03-11-16.16A, § 4, 11-16-2003)

- **Sec. 14-24. - Dumping, accumulating and scattering of solid waste.**

(a)

*Dumping.* No person shall discard solid waste anywhere outdoors within the boundaries of this area except at a time and place approved for collection of that person's solid waste. No person shall place solid waste in the solid waste receptacle of another person without permission.

(b)

*Unauthorized accumulation.* It shall be unlawful to allow any solid waste to collect or accumulate on any lot or other premises within the area. Any such unauthorized accumulation or collection is hereby declared to be a nuisance and is prohibited.

(c)

*Scattering of solid waste.* No person shall cast, place, sweep, or deposit anywhere in the area any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, parkway, sewer, ditch, arroyo, other public place, vacant lot, or into any premises within the county.

(d)

*Accumulation of C&D debris.* Debris resulting from construction or demolition of structures may be collected within an active construction site if and only if the solid waste is contained in such a manner that it will not be carried or deposited by the elements upon any street, sidewalk, parkway, sewer, ditch, arroyo, other public place, vacant lot, or into any premises within the county.

(e)

*Burden of proof.* In the event any person's name or other identification is affixed or found on any illegally disposed of solid waste or rubbish, such evidence shall constitute prima facie



evidence and presumptive proof of a violation of this article; the burden of proof to establish a non-violation of this article shall be on such person.

(f)

*Accumulation for recycling.* Notwithstanding other provisions of this article, any person may accumulate and collect recyclable materials for the purpose of recycling it, provided that any collection point:

(1)

Conforms to zoning articles and regulations;

(2)

Is not on public right-of-way;

(3)

Is constructed so that the rubbish is contained at the collection point in compliance with subsection (d) of this section;

(4)

Is shielded from public view; and

(5)

Is registered with or permitted by NMED as a recycling facility.

(g)

*Notice of violation.* Any such person who violates any provisions of this article shall be issued a notice of violation. If the person fails to remedy violation within the specified time, then the county will require corrective action be started at the site immediately at the expense of the owner, and charge a lien on the property if payment is not received within 30 days of receipt of billing.

(h)

*Urgent work.* If, in the judgment of the county manager or his designee, safety or public health is at risk, or the public interest requires that a site be cleaned rapidly, the county may require the owner to employ sufficient manpower supplied by the owner to clean the site within 24 hours. If the person fails to remedy the violation within the specified time, then the county will require corrective action be started at the site immediately, at the expense of the owner, and may place a lien on the property to recover the actual cleanup costs.

(i)

*Inspection.* The county manager or his designee may make such inspections as are reasonably necessary in the enforcement of this section.

(Ord. No. 03-11-16.16A, § 5, 11-16-2003)

- **Sec. 14-25. - Burning of garbage.**

No garbage, solid waste, or debris shall be burned within the county. Fire permits may be obtained by the county fire marshal's office for certain types of yard refuse.

(Ord. No. 03-11-16.16A, § 6, 11-16-2003)

- **Sec. 14-26.- Solid Waste Collection Practices in the Unincorporated Areas of Sandoval County, Excluding Placitas.**

(a) Non-mandatory exclusive residential collection services.

\_\_\_\_(1)\_\_\_\_

Sandoval County the County finds that it is expedient and in the best interest of the County to award an eight-year, exclusive franchise agreement for the provision of an exclusive

comprehensive solid waste program in the unincorporated areas of Sandoval County excluding Placitas. This ordinance and the corresponding Agreement exclude any hauler, except for the Contractor, from providing residential solid waste collection services in the unincorporated areas of Sandoval County, excluding Placitas, beginning January 1, 2018, at which time Section 14.20 (c) 3 of this Ordinance becomes applicable to the Agreement referenced in this Section.

(2)

Commercial solid waste collection in the unincorporated areas of Sandoval County shall remain open market and is excluded from the residential exclusive franchise agreement.

(b) Frequency of solid waste collection.

(1)

Residential solid waste collection. Solid waste accumulated by residences participating in the roadside waste collection program shall be collected at such times and frequency as deemed necessary by the County Manager and as provided in the collection schedule submitted to the County Manager by the exclusive residential hauler.

(2) Commercial solid waste collection.

Hotels, restaurants, other establishments and businesses, and institutions, multiple-family dwellings, excluding mobile home parks, receiving commercial solid waste collection service, as deemed necessary, may enter into an agreement for greater frequency of collection with an open-market, private commercial hauler.

(a)

The County Manager shall have the authority to require that more frequent collections be made where necessary to protect the public health.

(b)

All commercial solid waste containers are to be accessible between the hours of 4:00 a.m. and 8:00 p.m., or as otherwise designated by the County Manager.

(3)

No solid waste collection vehicles shall collect solid waste within 200 feet of a school site within a half hour of school opening or closing for the day.

(c) Limitations of quantity.

(1)

Residential solid waste collection. In residential areas designated for exclusive collection services, the Contractor shall collect the solid waste of each residence during a collection period for a standard charge. Any excessive accumulation, as determined by the Contractor, may require a special collection at an additional fee or the provision of an additional contractor-provided solid waste container.

(2) Commercial solid waste collection.

Any excess accumulation outside the designated contracted container shall be prohibited. The solid waste must not exceed the container capacity and the solid waste container lid must be closed at all times except when disposal is occurring.

(d) Special and hazardous waste.

(1)

Infectious waste. Wearing apparel, bedding, solid waste or other infectious or contagious material from homes, hospitals nursing homes, or other places where highly infectious or contagious diseases have prevailed shall not be placed in containers for regular collection. The producers of such solid waste shall immediately notify the County Manager, who shall provide technical assistance on proper collection and disposal of such material, at the expense of the owner or possessor thereof.

(2) Hazardous waste.

Hazardous waste shall not be collected, transported or disposed of unless in full compliance with local, state and federal regulations regarding transportation and disposal. Hazardous waste material shall not be placed in containers for regular collection and disposal. The producers or possessors of such material shall immediately notify the County Manager, who shall provide technical assistance on the proper collection and disposal of such material, at the expense of the owner or possessor thereof. The County further reserves the right to prohibit the disposal of hazardous waste within the unincorporated areas of the county.

(e) Service Fees

(1)

Residential service fees for collection of solid waste in designated non-mandatory exclusive service areas in the unincorporated areas of Sandoval County, excluding Placitas, shall be established and adopted through an Agreement by the Board of County Commissioners and the exclusive residential franchise hauler. The property owner shall be responsible for payment of fees for collection services within designated exclusive service areas, should such property owners choose to subscribe to the non-mandatory residential solid waste collection services.

(2)

Commercial service fees. Hotels, restaurants, other establishments and businesses, institutions, and multiple-unit dwellings, excluding mobile home parks, receiving commercial solid waste collection service, including construction and demolition collection in a designated service area shall have service fees as charged by the open market hauler and based on the type and frequency of service, and the volume of the solid waste container.

(f) Use of county convenience centers or transfer stations.

(1)

Any residential or business producer of solid waste, including county residents, may dispose of solid waste at any county convenience center. Fees for use of the convenience center or transfer station will be established by the Contract Agreement as established by the contracted operator of any county-owned convenience center or transfer station.

(2)

Salvaging and scavenging is prohibited at the county convenience centers or transfer stations at all times.

• **Sec. 14-276. - Public nuisance.**

It is unlawful to commit a public nuisance. The term "public nuisance" consists of knowingly creating, performing, or maintaining anything affecting any number of citizens without lawful authority which is either injurious to public health, safety, morals, or welfare, or interferes with the exercise and enjoyment of public rights, including the right to use public property.

• **Sec. 14-287. - Nuisance declared.**

(a)

*Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Dismantled or partially dismantled vehicle* means any motor vehicle from which some part or parts which are ordinarily a component thereof have been removed or are missing.

*Inoperative or inoperable motor vehicle* means any motor vehicle which, by reason of dismantling, disrepair, or other cause, is incapable of being propelled under its own power.

*Motor vehicle* means any wheeled vehicle which is self-propelled or intended to be self-propelled.

(b)

*Prohibited accumulations.* In the interest of the inhabitants of the area, it is necessary to prohibit the accumulation of junk, trash, and refuse on property within the area by declaring such accumulation a nuisance. The following are hereby declared to be a public nuisance:

(1)

*Unoccupied premises.* It shall be unlawful for any person to sweep, place, or throw solid waste or other waste materials in or upon any sidewalk, street, alley, or unoccupied premises.

(2)

*Unsanitary premises.* It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, weeds, motor vehicles not in operating condition, wastewater or any conglomeration of residue thereof which emits odors or serves as a feeding or breeding place for flies, insects or rodents. The accumulation of building materials, pipes, lumber, or boxes may be maintained on said premises if said accumulation is evenly piled and stacked for a reasonable length of time.

(3)

*Hazardous premises.* It shall be unlawful for any person to permit in or about his premises weeds, briars, brush, or any other solid waste to become in any way hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic.

(4)

*Obstruction of fire protection equipment.* No person shall place or keep any post, fence, vehicle, growth, trash storage, or other material or thing near any fire hydrant, fire department connection or fire protection system control valve that would prevent such equipment or hydrant from being immediately discernible or in any other manner deter or hinder the firefighters from gaining immediate access to said equipment or hydrant.

(5)

*Accumulation of solid waste.*

a.

It shall be unlawful for any person to allow any solid waste to accumulate upon premises owned, leased, rented or occupied by him during intervals between collections thereof, except in the manner herein provided.

b.

It shall be unlawful to deposit any solid waste in or upon the streets, alleys, sidewalks, gutters, curbing, storm sewers, parkways, or vacant lots within the area except in the manner and in the receptacles or containers as provided in subsection (b)(6) of this section.

(6)

*Solid waste receptacles.* All solid waste receptacles shall be maintained in a clean and sanitary condition by the owner or person using the receptacle and such receptacles shall be located only in such places as shall be readily accessible for removing and emptying the same, but shall not be placed in such place or position as may constitute a nuisance or obstruction to vehicular or pedestrian traffic.

(7)

*Outdoor vehicle storage; prohibited acts; exceptions.*

a.

It is unlawful for any person, firm or corporation to store on, place on, or permit to be stored or placed on, or allowed to remain on any occupied or unoccupied land within the area limits, a dismantled, partially dismantled, not properly registered, or inoperative motor vehicle, or any parts of a motor vehicle, except in businesses and are kept in a wholly enclosed garage or structure.

b.

Exceptions. Any person, being owner or tenant, may store, permit to be stored or allow to remain upon his premises any dismantled, partially dismantled, or inoperative motor vehicles, or parts thereof, for a period not to exceed one week if such motor vehicle is registered in his name, provided that any such owner or tenant may, in the event of hardship, secure permission from the county to extend such period of time.

(c)

*Applicability of section; parking of dismantled, inoperable vehicles restricted.* This section shall be construed as being supplementary to any sections of this article relating to rubbish, litter, or refuse, and shall not be construed to permit the parking or placing of dismantled, partially dismantled, or inoperable motor vehicles on any public street.

(Ord. No. 03-11-16.16A, § 8, 11-16-2003)

- **Sec. 14-298. - Notice of nuisance.**

Any county sheriff's officer, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by registered mail at the owner's or occupant's last known address.

(Ord. No. 03-11-16.16A, § 9, 11-16-2003)

- **Sec. 14-3029. - Complaint.**

In the event the owner or occupant of the property where the nuisance violation of this article exists has failed, within the prescribed time, to abate the nuisance, then any law enforcement police officer shall file a compliant charging violation of this article with the magistrate court

demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 03-11-16.16A, § 10, 11-16-2003)

- **Sec. 14-310. - Removal of nuisance.**

In the event that a person is convicted of violating this article and still refuses to remove the junk, trash or refuse, the county may enforce this article in any manner consistent with law. Should the person refuse or fail to pay the assessment, the county shall collect such assessment as provided by law.

(Ord. No. 03-11-16.16A, § 11, 11-16-2003)

- **Sec. 14-321. - Injunction.**

The county sheriff, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the county, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 03-11-16.16A, § 12, 11-16-2003)

- **Sec. 14-332. - Injunctive relief.**

The placement of solid waste which causes a nuisance or creates a potential or actual health hazard shall be deemed, or declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. No. 03-11-16.16A, § 14, 11-16-2003)

[Sec. 12-31. - Fees.](#)[Chapter 16 - FIRE](#)

ATTEST

BOARD OF COUNTY COMMISSIONERS  
SANDOVAL COUNTY

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Eileen Garbagni, County Clerk

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Don G. Chapman, Chair

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David J. Heil, Vice-Chair

APPROVED AS TO FORM:

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Jay C. Block, Member

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Heather R. Smallwood, County Attorney

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F. Kenneth Eichwald, Member

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James F. Holden-Rhodes, Member