



Colfax County

Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740
Ph. (575) 445-9661 • Fax. (575) 445-2902
www.co.colfax.nm.us



County Commissioners

Si Trujillo
Chairman
Raton, NM 87740
(505) 617-6893

Mary Lou Kern
Vice Chairman
Raton, NM 87740
505-617-6895

Bret E. Wier
Member
P.O. Box 664
Angel Fire, NM 87710
(505) 652-0039

Monte K. Gore
Colfax County Manager
230 North 3rd Street
Raton, NM 87740
(575) 445-9661

Elected Officials

Lydia M. Garcia
County Treasurer
(575) 445-3171

Kristi E. Graham
County Assessor
(575) 445-2314

Royal Quint
Probate Judge
(575) 445-9565

SPECIAL MEETING

February 27, 2024

AGENDA

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Special Session on Tuesday, February 27, 2024, at 8:00 A.M. in the Commission Chambers, 3rd floor at the Colfax County Building, Raton, NM for the following:

This agenda can be viewed at the Colfax County Website at
www.co.colfax.nm.us

1. Call to Order
2. Approve Agenda
3. Discuss/Action – Revision of Professional Services Contract between Colfax County and Mason and Isaacson, P.A.
4. Adjourn

Done this 20th day of February 2024



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REGULAR MEETING

February 27, 2024

AGENDA

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, February 27, 2024, at 9:00 A.M., in the Commission Chambers, 3rd Floor at the Colfax County Building, Raton, NM for the following:

This agenda can be viewed at the Colfax County Website at www.co.colfax.nm.us

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Special Meeting Minutes, Public Hearing Meeting Minutes, Regular Meeting Minutes for February 13, 2024, and Special Meeting Minutes for February 15, 2024
6. Recognize Visitors
7. Public Comment
8. Discuss/Approve-Indigent Care Claim
9. Discuss/Action – Memorandum of Agreement (MOA) By and between the North Central New Mexico Economic Development District (NCNMEDD,) and Colfax County for Restoring our Communities (ROC)
10. Discuss/Action – Angel Fire Airport (KAXX) Owned and Operated by Colfax County, Hanger/Hanger Ground Lease Agreement
11. Discuss/Action – Resolution 2024-12, Amendment to Resolution 2022-51, A Resolution to Adopt Policy and Procedures for the Abandonment and Vacation or Closure of Road and County Maintained Right-of-Ways
12. Discuss/Action – Resolution 2024-06 Fee Schedule for Colfax County
13. Discuss/Action – Amendment to Colfax County Financial Policy and Procedures
14. Discuss/Action – Ordinance 2024-02, The Amendment to Ordinance 2021-03, An Ordinance Adopting the Legislative Intent, Findings, and Purpose Relating to The Regulation of Cannabis
15. Managers' Docket
16. Commissioners' Docket



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Probate Judge
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17. Adjourn

Done this 20th day of February 2024

Salute to the New Mexico Flag – "I salute the flag of the State of New Mexico and the Zia Symbol of perfect friendship among united cultures".



Colfax County

Board of Commissioners

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Notice Public Hearing

County Commissioners

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PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Commissioners will be Discussing Colfax County Ordinance #2024-02, An Ordinance to The Amendment to Ordinance 2021-03, Adopting the Legislative Intent, Findings, and Purpose Relating to The Regulation of Cannabis In the 3rd Floor Commission Chambers, of the Colfax County Building on Tuesday, February 27, 2024, at 8:45 am.

Copy of the proposed ordinance is available for inspection on the County website @ www.co.colfax.nm.us or at the Office of the County Manager, Colfax County Building, 230 North 3rd, Raton NM during regular business hours.

Done this 20th day of February 2024

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2024 by and between Mason & Isaacson P.A., herein called Contractor, and the Colfax County Board of Commissioners, a political subdivision of the State of New Mexico, herein called County.

SCOPE OF WORK: Contractor shall provide conflict legal services to County as needed, when County's attorney is unable to do so.

COMPENSATION:

In consideration for the services to be provided pursuant to this Agreement, Contractor shall charge the County at the hourly rate of \$200.00 per hour, plus gross receipts taxes and actual expenses, provided that, in accordance with Section 6.7.1 of the Colfax County Purchase Policy and Procedures Manual, the amount of fees to be paid under this Agreement shall not exceed a total amount of \$59,999.99.

TERM:

Upon execution by both parties, the term of this Agreement shall be effective from December 14, 2023 to December 14, 2024, unless sooner terminated.

TERMINATION:

Termination for Cause: If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor violates any of the covenants, agreements, or stipulations of this Agreement, County may order Contractor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Contractor fails to correct the cause within five (5) working days of date of written notice, County shall have the right to immediately terminate this Agreement. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by County upon written notice delivered to Contractor at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

STATUS OF CONTRACTOR:

Contractor and its agents and employees are independent contractors performing professional services for County and are not employees of the County of Colfax. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County of Colfax. Neither shall County be liable to Contractor, nor its agents, for any injury to person or property incurred in the course of performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of County or its agents acting within the scope of their employment and official duties.

INDEMNITY:

Contractor shall indemnify and hold harmless County, its officers and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omission(s) while Contractor and/or its employees performs or fails to perform its obligations and duties under this Agreement.

ASSIGNMENT:

Contractor shall not assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of County.

SUBCONTRACTING:

Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of County.

RECORDS AND AUDIT:

Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the County of Colfax Finance Department, Personnel Department, and the New Mexico Auditor. County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of County to recover any excessive or illegal payment.

APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the County of Colfax for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County of Colfax, this Agreement shall terminate upon written notice being given by County to Contractor. County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

RELEASE:

Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County of Colfax to any obligations not assumed herein by the County of Colfax, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

CONFIDENTIALITY:

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

CONFLICT OF INTEREST:

Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement, any County employee while such employee was or is employed by the County and participating directly or indirectly in the County contracting process.

AMENDMENT:

This Agreement shall not be altered, changed, or amended except by instrument in

writing, executed by the parties hereto.

SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter set forth, and all such covenants, agreements, and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement or understanding, verbal or otherwise, shall be valid or enforceable unless incorporated by way of amendment as described in the *AMENDMENT* paragraph above.

NOTICE OF PROCUREMENT CODE:

The Colfax County Purchase Policy and Procedures Manual imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

EQUAL OPPORTUNITY COMPLIANCE:

Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal opportunity. In accordance with all such laws, rules, regulations, and executive orders of the governor of the State of New Mexico, Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, or disability, be excluded from employment with or participating in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct the deficiencies.

INSURANCE:

Contractor shall provide certification of insurance for workers' compensation, commercial liability, including automotive/ vehicle liability, and professional errors and omissions liability.

ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICE:

All notices, requests, demands, or other communications required or desired or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

County of Colfax
230 North 3rd Street
Raton, New Mexico 87740
Attn: County Manager, Monte Gore

Mason & Isaacson, P.A.
Thomas Lynn Isaacson
P.O Box 1772

104 E. Aztec
Gallup, New Mexico 87301
(505) 722-4463
(505) 722-2629
tli@milawfirm.net

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

CONTRACTOR

COMPANY NAME: _____

SIGNED BY: _____ Date: _____

PRINTED NAME: _____

TITLE: _____

APPROVED IN THE OPEN MEETING THIS _____, 2024.

COLFAX COUNTY BOARD OF COMMISSIONRS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

February 2024
INDIGENT REPORT

CASE#	PREVIOUSLY APPROVED	APPROVAL DATE	MEDICAL FACILITY	CLAIM	MEDICAID RATE MCMC	OTHER	PREVIOUS CLAIMS		YTD APPROVALS			Approved Claims		
							MCMC (\$15,000 limit/year)	OTHER (\$7,500 limit/year)	MCMC (\$15,000 limit/year)	OTHER (\$7,500 limit/year)				Hospital Services
				TOTALS								\$0.00		
CASE#	VMDC	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCARCERATED	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL		<div></div>		
2024-04		1/16/2024	York Canyon Dent.	433.00			YES	N/A	YES					
2024-05		1/16/2024	York Canyon Dent.	459.00			YES	N/A	YES					
2024-06		1/16/2024	York Canyon Dent.	269.00			YES	N/A	YES					
2024-07		1/16/2024	York Canyon Dent.	433.00			YES	N/A	YES					
2024-08		1/16/2024	York Canyon Dent.	269.00			YES	N/A	YES					
2024-09		1/23/2024	Guardian Flight	92,193.00			YES	N/A	YES					
2024-10		1/30/2024	MCMC	3,183.00			YES	N/A	YES					
2024-11		1/30/2024	MCMC	7,020.00			YES	N/A	YES					
2024-12		1/30/2024	MCMC	3,024.00			YES	N/A	YES					
2024-13		1/30/2024	MCMC	1,962.00			YES	N/A	YES					
2024-14		1/31/2024	City of Raton	524.75			YES	N/A	YES					
2024-15		45,323.00	Advanced MD	700.00			YES	N/A	YES					
TOTALS 110,469.75														
CASE#	SHERIFF DETAINEE	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL				
				TOTALS										
CASE#	NEW APPLICANTS	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL				
				TOTALS										
CASE#	DENIED CLAIMS	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL		DENIED CLAIMS		
												MCMC		
				TOTALS								THAT WAS REQUESTED		
												TOTALS		
CASE#	CREMATION	INITIAL APPROVAL	FACILITY	CLAIM	RATE	OTHER	INCOME	LIMIT	SATISFIED	DENIAL		CREMATION		
				TOTALS										
											\$0.00	TOTALS		

MEMORANDUM OF AGREEMENT (MOA)

By and between the North Central New Mexico Economic Development District, hereinafter "NCNMEDD," and Colfax County for Restoring our Communities (ROC), a pilot home acquisition, rehabilitation and resale program for local workforce.

WHEREAS, in 2023, NCNMEDD provided technical assistance to complete a housing acquisition/rehabilitation study for Colfax County, to address the number of vacant homes in the County while providing housing opportunities for the local workforce;

WHEREAS, in 2023, the New Mexico Mortgage Finance Authority (MFA) announced the Restoring our Communities (ROC) program to help meet New Mexico's need for affordable housing units while assisting communities in reducing vacant and abandoned properties that reduce values within the community;

WHEREAS, MFA approved NCNMEDD as a service provider for the ROC program in December 2023;

WHEREAS, NCNMEDD needs qualified personnel to initiate and operate the ROC program;

WHEREAS, the ROC program does not provide up-front funding to service providers; and

WHEREAS, at its September 12, 2023 Commission Meeting, Colfax County committed one hundred thousand dollars (\$100,000.00) from the Local Assistance and Tribal Consistency Fund (LATCF) funding source to fund NCNMEDD to initiate and operate the ROC program in Colfax County.

THEREFORE BE IT RESOLVED:

1. Funding: Upon submission, execution of an invoice, this agreement and with budgetary approval of the Colfax County Commission as well as terms in this Agreement. Colfax County shall grant one hundred thousand dollars (\$100,000.00) to NCNMEDD to hire or contract with a qualified staff person or contractor who will initiate and operate the ROC program in Colfax County. Grant funding shall only be used to support ROC personnel and program expenses in Colfax County.
2. Term. This MOA will begin on March 1, 2024 and terminate on June 30, 2025 or when all grant funds are expended subject to the terms and conditions in this Agreement, whichever is sooner. This MOA may be extended for a total term of four years with written approval of the parties.
- Termination, Notice and Curing: This MOA may be terminated by either party for cause. The terminating party shall provide written notice of an alleged breach of this MOA to the other party and shall allow the other party a reasonable timeframe of at least 30 days to cure the alleged breach. If the breach is not cured or otherwise resolved within the timeframe, the MOA may be terminated for cause. In the case of such termination, funds shall be paid or

returned such that acceptable work performed and expenses encumbered prior to termination are paid. Payment or return of funds shall occur within thirty (30) days of the termination date. Upon such termination, the County will be entitled to reports showing the status of all services NCNMEDD is providing shall provide an accounting to the County as of the effective date of termination and finish the performance of services under this agreement only as agreed upon by the parties. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the NCNMEDD when it became unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, NCNMEDD or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY NCNMEDD'S DEFAULT/BREACH OF THIS AGREEMENT.

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Immediately upon receipt by either Colfax County or NCNMEDD of notice of termination of this Agreement, NCNMEDD shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

3. **Entire Agreement: Amendment.** This MOA is the entire agreement between the parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This MOA may only be amended by a document signed by the parties. Course of performance, no matter how long, shall not constitute an amendment to this MOA.
4. **Liability.** Each party shall be responsible for its own liability and waives all claims and causes of action against the other party for indemnification or to protect, defend or hold the other party harmless against any and all third-party claims for compensation, loss, damages, personal injury, or death occurring as a direct or indirect consequence of performing this MOA. Each party shall, at a minimum, provide and maintain insurance in such amounts as required by the state of New Mexico Tort Claims Act. NCNMEDD further agrees to indemnify and hold County and its commissioners, other elected officials, County Manager, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from NCNMEDD's activities or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. This indemnity shall survive the termination of the contract for any reason.
4. **No Third-Party Liability.** Enforcement of this MOA, and all rights of action to such enforcement, shall be strictly reserved to the parties, and nothing contained in this MOA shall give or allow any such claim or right of action to any third party. It is the express intention of the parties that any third-party receiving services or benefits under this MOA shall be deemed an incidental beneficiary only.
6. **Conflict of Interest:** The parties shall abide by their individual Codes of Conduct and the New Mexico Government Conduct Act in the performance of this MOA.

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7. Scope of Work: NCNMEDD and Colfax County shall initiate and operate the ROC program in Colfax County pursuant to the attached Scope of Work, Colfax County understands that NCNMEDD intends to use the Colfax County ROC program as a pilot program to expand ROC to other counties and communities in the North Central region.

8. Assignment.

This MOA shall not be assignable except at written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

9. Records and Financial Audit.

NCNMEDD shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during NCNMEDD's term and effect and retain them for a period of ~~seven (7)~~three (3) years from the date of final payment under this MOA. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration and the State Auditor.

10. The NCNMEDD shall not subcontract any portion of the services to be performed under this Agreement ~~without the prior written approval of Colfax County~~except as provided herein.

11. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County. Prior to any action for recovery of any disputes and or termination of the Agreement, both Parties shall engage in a meeting to address the matters in good faith. However, if the parties cannot resolve issues in their meeting, any dispute arising out of these provisions of this Agreement shall be mediated between the parties within thirty (30) days of the giving of the notice of the dispute, in Colfax County, New Mexico with a mediator mutually agreeable to the parties, or, in the absence of such agreement, a mediator appointed by a judge of the District Court of Colfax County.

12. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

13. Enforcement of Agreement.

—A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

14. Notices.

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

Colfax County Commission
Attn: County Manger Gore
230 North Third Street

Raton: NM 87740
NCNMEDD

15. Approvals by Parties

- a. During its meeting on , 2024 NCNMEDD approved this agreement.
- b. During its meeting on , 2024 the County of Colfax Commission approved this agreement.

Signed:

Ernesto J. Salazar
President, NCNMEDD

Date

COLFAX COUNTY BOARD OF COMMISSIONERS

Date _____

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Ravetta M. Trujillo, CLERK OF THE
BOARD

Si Trujillo
Chairman, Colfax County Commission

Date

EXHIBIT A
SCOPE OF WORK

For the MEMORANDUM OF AGREEMENT (MOA) by and between the North Central New Mexico Economic Development District, hereinafter "NCNMEDD," and Colfax County for Restoring our Communities (ROC), a pilot home acquisition, rehabilitation and resale program for local workforce.

A. Purpose

The purpose of this Scope of Work is to reduce the number of vacant homes in Colfax County while providing opportunities for local members of the workforce to purchase those homes. A secondary purpose is for NCNMEDD to develop its capacity to undertake home acquisition, rehab and resale activities throughout the North Central region, to better support the housing needs of communities.

B. Responsibilities of NCNMEDD

1. Provide qualified personnel to initiate and operate the Colfax County ROC Program.

- a) Within 30 days of the effective date of the MOA, NCNMEDD will advertise both a position and a procurement opportunity for qualified personnel.
- b) NCNMEDD will consult with Colfax County on the job description, job posting, procurement instrument and selection of the candidate or contractor.
- c) NCNMEDD is responsible for hiring or contracting with the personnel selected, managing the individual or contractor, and paying the individual or contractor for services rendered.
- d) NCNMEDD will notify Colfax County in writing if NCNMEDD has not hired or contracted for personnel within 90 days of the effective date of the MOA. Please note that contractors hired through a Request for Proposals may require additional time.
- e) NCNMEDD may, but is not required to, use its existing staff to initiate and operate the ROC program while seeking dedicated ROC personnel. NCNMEDD will inform Colfax County of any decision to use existing staff in this situation.

2. Initiate and operate the Colfax County ROC Program. NCNMEDD ROC personnel shall be responsible for the following:

- a) Complete all required MFA ROC training as soon as possible upon hire or contract.
- b) Seek additional training necessary for the successful implementation of the program.
- c) Identify vacant, abandoned or blighted properties in Colfax County that are potential candidates for the ROC program.
- d) Contact and work with property owners to sell approved homes into the ROC program.
- e) Obtain MFA approval for ROC home purchases.
- f) Acquire MFA approved properties in accordance with ROC program guidelines.

- g) Rehabilitate MFA approved properties in accordance with ROC program guidelines.
- h) Identify, contract with and supervise rehabilitation contractors in accordance with state regulations, ROC program guidelines, and NCNMEDD procurement policies.
- i) Ensure that inspections and certificates of occupancy are obtained.
- j) Market the ROC program to potential property owners and homebuyers.
- k) Assist and refer potential homebuyers to homebuyer counseling, credit counseling, and banks or mortgage companies, including MFA for its mortgage products.
- l) Develop internal policies and procedures for a regional NCNMEDD ROC program.
- m) Complete all required MFA reporting for the ROC program.
- n) Provide a monthly report to Colfax County listing all properties considered for the ROC program and their status (not feasible, purchased, rehabbed, sold, etc.).
- o) Make in-person presentations to the Colfax County Commission on ROC program progress.
- p) Coordinate regularly with the Colfax County contact person assigned to the ROC program.
- q) Spend at least 50% of work time in Colfax County.

3. Manage grant funding provided by Colfax County.

- a) Invoice Colfax County for one hundred percent (100%) of the grant funds upon hiring qualified personnel to initiate and operate the Colfax County ROC program.
- b) Create a separate accounting fund for the Colfax County ROC program.
- c) Track all expenses related to the Colfax County ROC program using the assigned fund and standard NCNMEDD line items (e.g. Personnel, Benefits, Professional Services, Operations, Supplies, etc.).
- d) All travel expenses incurred by NCNMEDD personnel for the Colfax County ROC program shall comply with GSA rates.
- e) Provide Colfax County with a quarterly statement of expenses from the grant on the following schedule:
 - January-March: Report due on April 30
 - April-June: Report due on July 30
 - July-September: Report due on October 30
 - October-December: Report due on January 30

f) NCNMEDD shall maintain complete and accurate financial records of each expenditure of all funds under this MOA, with supporting invoices. NCNMEDD shall submit financial reports to the County on the ~~fifteenth~~thirtieth day after the close of each quarter beginning with the fourth quarter of NCNMEDD's fiscal year. Financial report shall typically consist of a document of expenses and general ledger detail of payments issued. NCNMEDD agrees to maintain complete accurate financial records of each expenditure and, on request by the County, shall make records available for inspection.

Additionally, NCNMEDD shall present an annual summary of activities to the COUNTY COMMISSION by the end of the County's fiscal year, or other times as requested. In addition, NCNMEDD shall provide the quarterly detailed performance report, a format for which shall be mutually agreed to by both parties by the date which NCNMEDD invoices Colfax County, as attached Exhibit B as quarterly basis. The quarterly performance report shall provide at least for fair market value of \$100,000.00 per year to avoid anti-donation issues. This performance report shall be subject to the approval from the County Manager and if the performance report does not meet the fair market value of money rendered by the County, this Agreement shall be terminated by the County. If requested by Colfax County, NCNMEDD will provide supporting documentation (invoices, payroll, etc.) for NCNMEDD ROC program expenses.

Formatted: Indent: Left: 1"

C. Responsibilities of Colfax County

1. Colfax County will assign a contact person to work with NCNMEDD on the Colfax County ROC program and will provide written notice to NCNMEDD of the contact person and their contact information and any changes to the contact person or contact information.
2. Colfax County will assist in the selection process of qualified personnel to initiate and operate the Colfax County ROC program; such selection will not be unreasonably withheld by the County.
3. Colfax County, including staff and elected officials, may refer or recommend homes or property owners who may be suitable for the ROC program. Referrals and recommendations should be directed to NCNMEDD's dedicated ROC personnel.
 - Please note that homes acquired and rehabilitated through the ROC program must be evaluated through MFA's feasibility tool. Therefore, not all homes will qualify for the ROC program.
4. Colfax County shall assist NCNMEDD by providing contact information for potential property owners or homes through the Assessor's Office or other County records.
5. Subject to conditions stated in this Agreement, Colfax County will pay NCNMEDD one hundred percent (100%) of grant funds within fifteen days of NCNMEDD's invoice.

Exhibit B

The NCNMEDD's Quarterly Performance Report to the County subject to amendment

A. Time spent for required scope of work stated in this MOA as Exhibit A.

Persons multiplied by Hours (minimum wage, \$12 per hour, or prevailing wage)
equals \$ or actual payroll to substantiate time spent in accordance with the
MOA.

In Kind Services

Please also describe specific public benefits conferred by the above scope of the work
such as how many citizens were participated in or will be benefitted.

B. Costs to obtain insurance or any out-of-pocket expenses to cover for the works
described in this Agreement.

\$ (Proof of insurance and receipts shall be provided to the County)
\$ (itemized receipts corresponding to the scope of the work described in
the MOA)

C. Any additional time spent to comply with the Agreement.

Persons multiplied by Hours (minimum wage, \$12 per hour, or prevailing wage)
equals \$

\$ Itemized expenses and receipts related to the scope of the work described
in the MOA

D. In Kind Services

Please also describe specific public benefits conferred by the above scope of the work
such as how many citizens were participated in or will be benefitted.

NCNMEDD shall provide the receipts or confirmation to comply with its detailed in-kind
services to the County.

Tina Colangelo

From: Si Trujillo
Sent: Wednesday, February 21, 2024 8:49 AM
To: Tina Colangelo
Subject: Fwd: MOA Clean Up
Attachments: MOA Colfax County for ROC Program 02.21.24.docx

FYI

Si Trujillo
Colfax County Commissioner
C. 505-617-6893
E. strujillo@co.colfax.nm.us

Begin forwarded message:

From: Monica Abeita <monicaa@ncnmedd.com>
Date: February 21, 2024 at 08:46:04 MST
To: Si Trujillo <strujillo@co.colfax.nm.us>
Cc: Young Jun Roh <youngjun.roh@rimonlaw.com>, Monte Gore <mgore@co.colfax.nm.us>, Joana Apodaca <japodaca@co.colfax.nm.us>, Randy Autio <randy@nmlgl.com>
Subject: MOA Clean Up

Hi Everyone,

I was cleaning this up for my board meeting and I noticed a few things that needed standardizing. I tried to standardize capitalization, use of the word "Agreement" rather than "MOA," formatting, and a few other minor clean-ups. All of the words I changed are in yellow highlight. Otherwise, it is the same as the last version we sent over. Please use this agreement for your approval if you don't mind.

Thank you!

Monica

Monica Abeita
Executive Director
North Central New Mexico Economic Development District
505-356-9588

From: Si Trujillo <strujillo@co.colfax.nm.us>
Sent: Thursday, February 15, 2024 1:55 PM
To: Monica Abeita <monicaa@ncnmedd.com>
Cc: Young Jun Roh <youngjun.roh@rimonlaw.com>; Monte Gore <mgore@co.colfax.nm.us>; Joana Apodaca <japodaca@co.colfax.nm.us>; Randy Autio <randy@nmlgl.com>
Subject: Re: NCNMEDD & Colfax ROC Program Agreement

Monica,

All looks good to us and we are good to move forward. We will take it to the commission for a vote at our next meeting.

MEMORANDUM OF AGREEMENT (MOA)

By and between the North Central New Mexico Economic Development District, hereinafter “NCNMEDD,” and Colfax County for Restoring our Communities (ROC), a pilot housing acquisition, rehabilitation and resale program for local workforce.

WHEREAS, in 2023, NCNMEDD provided technical assistance to complete a housing acquisition/rehabilitation study for Colfax County, to address the number of vacant homes in the County while providing housing opportunities for the local workforce;

WHEREAS, in 2023, the New Mexico Mortgage Finance Authority (MFA) announced the Restoring our Communities (ROC) program to help meet New Mexico’s need for affordable housing units while assisting communities in reducing vacant and abandoned properties that reduce values within the community;

WHEREAS, MFA approved NCNMEDD as a service provider for the ROC program in December 2023;

WHEREAS, NCNMEDD needs qualified personnel to initiate and operate the ROC program;

WHEREAS, the ROC program does not provide up-front funding to service providers;
and

WHEREAS, at its September 12, 2023 Commission Meeting, Colfax County committed one hundred thousand dollars (\$100,000.00) from the Local Assistance and Tribal Consistency Fund (LATCF) to fund NCNMEDD to initiate and operate the ROC program in Colfax County.

THEREFORE BE IT RESOLVED:

1. **Funding:** Upon execution of this Agreement and with budgetary approval of the Colfax County Commission, Colfax County shall grant one hundred thousand dollars (\$100,000.00) to NCNMEDD to hire or contract with a qualified staff person or contractor who will initiate and operate the ROC program in Colfax County. Grant funding shall only be used to support ROC personnel and program expenses in Colfax County.
2. **Term.** This Agreement will begin on March 1, 2024 and terminate on June 30, 2025 or when all grant funds are expended subject to the terms and conditions in this Agreement, whichever is sooner. This Agreement may be extended for a total term of four years with written approval of the parties.

Termination, Notice and Curing: This Agreement may be terminated by either party for cause. The terminating party shall provide written notice of an alleged breach of this Agreement to the other party and shall allow the other party a reasonable timeframe of at least 30 days to cure the alleged breach. If the breach is not cured or otherwise resolved

within the timeframe, the Agreement may be terminated for cause. In the case of such termination, funds shall be paid or returned such that acceptable work performed and expenses encumbered prior to termination are paid. Payment or return of funds shall occur within thirty (30) days of the termination date. Upon such termination, NCNMEDD shall provide an accounting to the County as of the effective date of termination and finish the performance of services under this agreement only as agreed upon by the parties.

3. Entire Agreement; Amendment. This Agreement is the entire agreement between the parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.
4. Liability. Each party shall be responsible for its own liability and waives all claims and causes of action against the other party for indemnification or to protect, defend or hold the other party harmless against any and all third-party claims for compensation, loss, damages, personal injury, or death occurring as a direct or indirect consequence of performing this Agreement. Each party shall, at a minimum, provide and maintain insurance in such amounts as required by the state of New Mexico Tort Claims Act.
5. No Third-Party Liability. Enforcement of this Agreement, and all rights of action to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any third party. It is the express intention of the parties that any third-party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
6. Conflict of Interest: The parties shall abide by their individual Codes of Conduct and the New Mexico Government Conduct Act in the performance of this Agreement.
7. Scope of Work: NCNMEDD and Colfax County shall initiate and operate the ROC program in Colfax County pursuant to the attached Scope of Work. Colfax County understands that NCNMEDD intends to use the Colfax County ROC program as a pilot program to expand ROC to other counties and communities in the North Central region.
8. Assignment. This Agreement shall not be assignable except at written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.
9. Records and Financial Audit. NCNMEDD shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the term of the Agreement and retain them for a period of three (3) years from the date of final payment. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration and the State Auditor.
10. Subcontracting. NCNMEDD shall not subcontract any portion of the services to be performed under this Agreement except as provided herein.

11. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County. Prior to any action for recovery of any disputes and/or termination of the Agreement, both parties shall engage in a meeting to address the matters in good faith. However, if the parties cannot resolve issues in their meeting, any dispute arising out of these provisions of this Agreement shall be mediated between the parties within thirty (30) days of the giving of the notice of the dispute, in Colfax County, New Mexico with a mediator mutually agreeable to the parties, or, in the absence of such agreement, a mediator appointed by a judge of the District Court of Colfax County.
12. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
13. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
14. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Colfax County Commission
Attn: County Manger Gore
230 North Third Street
Raton, NM 87740

NCNMEDD
Attn: Executive Director Monica Abeita
644 Don Gaspar
Santa Fe, NM 87505

15. Approvals by Parties.
 - a. During its meeting on February 28, 2024 NCNMEDD approved this agreement.
 - b. During its meeting on [Date], 2024 the County of Colfax Commission approved this agreement.

Signed:

NCNMEDD

Ernesto J. Salazar, President

Date

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

Date _____

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

EXHIBIT A

SCOPE OF WORK

For the MEMORANDUM OF AGREEMENT (MOA) by and between the North Central New Mexico Economic Development District, hereinafter “NCNMEDD,” and Colfax County for Restoring our Communities (ROC), a pilot housing acquisition, rehabilitation and resale program for local workforce.

A. Purpose

The purpose of this Scope of Work is to reduce the number of vacant homes in Colfax County while providing opportunities for local members of the workforce to purchase those homes. A secondary purpose is for NCNMEDD to develop its capacity to undertake housing acquisition, rehabilitation, and resale activities throughout the North Central region, to better support the housing needs of communities.

B. Responsibilities of NCNMEDD

1. Provide qualified personnel to initiate and operate the Colfax County ROC Program.

- a) Within 30 days of the effective date of the MOA, NCNMEDD will advertise both a position and a procurement opportunity for qualified personnel.
- b) NCNMEDD will consult with Colfax County on the job description, job posting, procurement instrument and selection of the candidate or contractor.
- c) NCNMEDD is responsible for hiring or contracting with the personnel selected, managing the individual or contractor, and paying the individual or contractor for services rendered.
- d) NCNMEDD will notify Colfax County in writing if NCNMEDD has not hired or contracted for personnel within 90 days of the effective date of the MOA. Please note that contractors hired through a Request for Proposals may require additional time.
- e) NCNMEDD may, but is not required to, use its existing staff to initiate and operate the ROC program while seeking dedicated ROC personnel. NCNMEDD will inform Colfax County of any decision to use existing staff in this situation.

2. Initiate and operate the Colfax County ROC Program. NCNMEDD ROC personnel shall be responsible for the following:

- a) Complete all required MFA ROC training as soon as possible upon hire or contract.
- b) Seek additional training necessary for the successful implementation of the program.
- c) Identify vacant, abandoned or blighted properties in Colfax County that are potential candidates for the ROC program.

- d) Contact and work with property owners to sell approved homes into the ROC program.
- e) Obtain MFA approval for ROC home purchases.
- f) Acquire MFA approved properties in accordance with ROC program guidelines.
- g) Rehabilitate MFA approved properties in accordance with ROC program guidelines.
- h) Identify, contract with and supervise rehabilitation contractors in accordance with state regulations, ROC program guidelines, and NCNMEDD procurement policies.
- i) Ensure that inspections and certificates of occupancy are obtained.
- j) Market the ROC program to potential property owners and homebuyers.
- k) Assist and refer potential homebuyers to homebuyer counseling, credit counseling, and banks or mortgage companies, including MFA for its mortgage products.
- l) Develop internal policies and procedures for a regional NCNMEDD ROC program.
- m) Complete all required MFA reporting for the ROC program.
- n) Provide a monthly report to Colfax County listing all properties considered for the ROC program and their status (not feasible, purchased, rehabbed, sold, etc.).
- o) Make in-person presentations to the Colfax County Commission on ROC program progress.
- p) Coordinate regularly with the Colfax County contact person assigned to the ROC program.
- q) Spend at least 50% of work time in Colfax County.

3. Manage grant funding provided by Colfax County.

- a) Invoice Colfax County for one hundred percent (100%) of the grant funds upon hiring qualified personnel to initiate and operate the Colfax County ROC program.
- b) Create a separate accounting fund for the Colfax County ROC program.
- c) Track all expenses related to the Colfax County ROC program using the assigned fund and standard NCNMEDD line items (e.g. Personnel, Benefits, Professional Services, Operations, Supplies, etc.).
- d) All travel expenses incurred by NCNMEDD personnel for the Colfax County ROC program shall comply with GSA rates.
- e) Provide Colfax County with a quarterly statement of expenses from the grant on the following schedule:
 - January-March: Report due on April 30
 - April-June: Report due on July 30
 - July-September: Report due on October 30
 - October-December: Report due on January 30

- f) NCNMEDD shall maintain complete and accurate financial records of each expenditure of all funds under this MOA, with supporting invoices. NCNMEDD shall submit financial reports to the County on the thirtieth day after the close of each quarter beginning with the **third** quarter of NCNMEDD's fiscal year. Financial report **shall consist** of a document of expenses and general ledger detail of payments issued. NCNMEDD agrees to maintain complete accurate financial records of each expenditure and, on request by the County, shall make records available for inspection.
- g) Additionally, NCNMEDD shall present an annual summary of activities to the County Commission by the end of the County's fiscal year, or other times as requested. In addition, NCNMEDD shall provide a quarterly detailed performance report, a format for which shall be mutually agreed to by both parties by the date which NCNMEDD invoices Colfax County. The quarterly performance report shall provide at least for fair market value of \$100,000.00 to avoid anti-donation issues.

C. Responsibilities of Colfax County

- 1. Colfax County will assign a contact person to work with NCNMEDD on the Colfax County ROC program and will provide written notice to NCNMEDD of the contact person and their contact information and any changes to the contact person or contact information.
- 2. Colfax County will assist in the selection process of qualified personnel to initiate and operate the Colfax County ROC program; such selection will not be unreasonably withheld by the County.
- 3. Colfax County, including staff and elected officials, may refer or recommend homes or property owners who may be suitable for the ROC program. Referrals and recommendations should be directed to NCNMEDD's dedicated ROC personnel.
 - Please note that homes acquired and rehabilitated through the ROC program must be evaluated through MFA's feasibility tool. Therefore, not all homes will qualify for the ROC program.
- 4. Colfax County shall assist NCNMEDD by providing contact information for potential property owners or homes through the Assessor's Office or other County records.
- 5. Subject to conditions stated in this Agreement, Colfax County will pay NCNMEDD one hundred percent (100%) of grant funds within fifteen days of NCNMEDD's invoice.

**ANGEL FIRE AIRPORT (KAXX)
OWNED AND OPERATED BY COLFAX COUNTY**

HANGAR/HANGAR GROUND LEASE AGREEMENT

LESSOR: COLFAX COUNTY

LESSEE: TBD

HANGAR #/LOT #:	
TAX ID/SSN:	
EFFECTIVE DATE:	
LESSEE NAME:	
C/O:	
MAILING ADDRESS:	
CITY, STATE, ZIP CODE:	
EMAIL:	
HOME PHONE:	
WORK PHONE:	
MOBILE PHONE:	

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HANGAR/HANGAR GROUND LEASE AGREEMENT

LEASE AGREEMENT made _____, 202__ between COLFAX COUNTY, herein called the Lessor, and _____, herein called the Lessee.

RECITALS

- A. Lessor owns and operates the COLFAX COUNTY AIRPORT AT ANGEL FIRE (Angel Fire Airport – KAXX) herein called Airport.
- B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of erecting and/or maintaining an existing aircraft hangar owned by Lessor for the storage of aircraft.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- I. PREMISES. Lessor hereby lease to Lessee and Lessee hereby leases from Lessor the Airport hangar or Airport hangar site which is known as _____ at the Angel Fire Airport, as per the official drawing held by Colfax County described at Exhibit A (the “Premises”) for the purposes set forth in this Agreement.
- II. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on _____ and end on _____.
- III. This lease shall terminate at the end of fifty (50) years, or sooner at the option of the Lessee, and the parties to it shall the rights of options at the termination of this lease subject to the terms and conditions set forth in this Agreement.
- IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon termination of this lease, Lessee may have the right to sell improvements to Lessor at appraised value or remove any improvements owned or erected by Lessee on the premises during the lease term or any renewal except those items which have become fixtures. Lessee, upon removal of any improvements after obtaining written consent from Lessor, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall be deemed abandoned and owned by Lessor without any claim or right whatsoever in Lessee.
- V. RENTALS, FEES AND CHARGES. Subject to renegotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the County for the use of the premises, facilities, services and privileges granted herein, the following rental, payable to Colfax County, on an annual basis.
 - a. Hangar Ground rental for the above described parcel shall be at the current annual rate of .3604999998 cents per square foot of land, with a minimum charge of \$901.25 annually (based on a minimum square footage of 2500 square feet), or

- b. Hangar rental for the above-described Hangar shall be at the current annual rate of \$2.40 (two dollars and forty cents) per square foot of Hangar space based on the interior dimensions of the Hangar's (_____) square feet, with a minimum charge of \$3,000.00 annually (based on a minimum square footage of 1250 square feet)
- c. Rent shall commence on _____. In the event the Lease term commences on some date other than January 1, the first years annual rent will be pro-rated to reflect the actual first year occupancy period of this agreement.
- d. The rent of the above described land for each following year of agreement shall be set by the Colfax County Manager subject to approval by the Colfax County Board of Commissioners on an annual basis provided the lease may not increase more than 2.4% per year and is due and payable to Colfax County in advance, on the first day of each calendar year of the Agreement.
- e. All payments due Lessor under this lease, including rent, that are not paid on or before thirty (30) days for the due date shall incur a late fee of one and one-half percent (1.5%) per month (18% per annum) or \$10, whichever is greater.
- f. All payments due Lessor under this lease shall be delivered to Colfax County Treasurer, 230 N. 3rd Street, PO Box 98, Raton, NM 87740 or as otherwise directed in writing by the Lessor.
- g. Lessee agrees to commence construction as described here in this Agreement approved by the County within twelve (12) months from date of this Agreement and shall complete construction within twelve (12) months thereafter. shall start its infrastructure improvement stated in this Agreement within two (2) months from the date of this Agreement.
- h. Lessee agrees to pay all taxes, charges, or other expenses arising directly from the construction and ownership of the building, and all licenses, fees and taxes occasioned by any commercial or business activities conducted by Lessee on or from the premises. Lessee further agrees to pay any other charge, fee, levy or assessment as mandated by any Governmental body for use of the airport and facilities as are charged to all other users of these facilities.
- i. It is further agreed that any building erected shall be constructed in a workman-like manner and according to any applicable building codes. The plans for said building shall be presented to the Colfax County for approval as to location, color, style and safety. Selection of color and style should be like the color scheme and building style used on adjacent and approved Hangars. Said approval shall not be unreasonably withheld.
- j. It is further agreed that the primary purpose of the building shall be for aviation and related activities and that the County shall ensure that an access route exists from the building to all other airport facilities to include parking ramps, taxiways and runways. Aviation and related activities shall be defined as all aviation activities, private, business or commercial, to include in any combination of the following:

- 1). The storage of aircraft, parts, accessories, components, tools and equipment;
- 2). Aircraft rentals, sales, services, repairs and maintenance;
- 3). Aircraft and aviation equipment, supplies, and accessories sales and/or services;
- 4). Aircraft and aircraft equipment or components manufacturing or re-manufacturing;
- 5). Aviation flight training and schools;
- 6). The publication, sales and/or distribution of aviation manuals, publication, training aids and information;
- 7). Avionics sales, installations, repairs and maintenance;
- 8). Aircraft hobbyists sales, service, maintenance, construction, manufacturing, rebuilding, instruction, training and flying, to included all associated equipment, components and paraphernalia;
- 9). Any and all aircraft flight activities;
- 10). Any other aviation uses and aviation support activities as defined by the FAA.

If there is a complaint about any continuing long-term non-aviation use in the building, the complaint shall be referred to the Colfax County, which shall investigate and recommend appropriate action to the County Commission if necessary. The County Commission may, with proper notification, order the tenant to cease activity. If the tenant refuses to cease the activity, he may be deemed to be in violation of this lease agreement and shall be terminated by the County. It is further agreed that the County will remove, relocate, or cause to be removed or relocated, at the Lessee's expense, such underground utilities and/or above ground fixtures or appurtenances so as to provide clear and unobstructed access to the leased premises for purposes of construction of the building and its intended use.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

- a. Repair and maintenance of aircraft
- b. Aircraft storage
- c. Non-Aviation storage as an incidental use on the condition the hangar space is principally used for aviation purposes.
- d. No continuous use for residential purposes other than providing short term rest/lounge areas for crew members and support staff integral to flight operations shall be allowed in any Hangar.
- e. Lessee acknowledges that the premises may not be used for commercial purposes or as a fixed base operator without Lessee or Tenant meeting, complying with and obtaining approval for the minimum standards are met. Lessee or Tenant would need to negotiate a supplemental agreement allowing the expanded use of the premises.

VII. CONSTRUCTION – IMPROVEMENTS. Lessee will maintain improvements on the premises as a hangar facility or facilities.

- a. Authorized improvements. Subject to this Agreement and obtaining consent from Lessor, Lessee has the right to construct or maintain a hangar and other aviation-

related improvements on the Premises. Lessee shall not make or cause to be made to the Premises any alteration or improvement without the Lessor's prior written consent subject to the Airport Manager's recommendation and the County Manager's approval. All construction shall comply with the requirements of Exhibit B ("Construction Requirements"). Lessee shall not alter or improve any area of the Airport that is not leased by the Lessee.

- b. Title to Improvements. During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by the Lessee shall be and remain the property of the Lessee.
- c. Termination for Convenience for Sale of Hangar. Lessee may sale all of the Lessee's interests in the improvements that Lessee owns on the Premises to a third part who is approved by Lessor (in Lessor's sole discretion, which approval shall not be unreasonable withheld) and who enters a lease agreement with Lessor on terms offered by Lessor, and this Agreement shall automatically terminate at the time when such third party's lease for Premises commences.

VIII. OBLIGATIONS OF LESSEE.

- a. Lessee agrees to notify the Airport Manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises
- b. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease.
- c. Lessee agrees to repair and maintain the demised premises in a reasonably neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the Lessor's Airport Manager, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor's Airport Manager shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice has been sent, the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessor's costs incurred thereby and reimburse Lessor therefore upon demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.
- d. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Lessee shall not and shall not permit any Tenant Related Parties to use, store, generate, release, or dispose of hazardous Materials in, on, about, or from the property in violation of applicable law.

The term "Hazardous Materials" shall mean any substance:

- 1) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the state in which the Property is located or any political subdivision thereof:
- 2) which contains asbestos, organic compounds known as polychlorinated biphenyls: chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992k; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clear Air Act, 42 U.S.C. §§ 7401-7671q; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001-11050; and Article 4 – Hazardous Materials, Chapter 74 of the New Mexico Statutes annotated 1978 §§ 74-4-1 through 74-4-14; as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated:
- 3) the presence of which on the Property requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law: or
- 4) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

If the Lessee discovers that any spill, leak, or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, Lessee shall promptly notify the Lessor. Lessee shall (or shall cause others to promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak, or release, the party responsible for the remediation of such release shall give the Lessor a detailed written description of the event and of such responsible parties' investigation

and remediation efforts to date. Within forty (40) days after the event, such responsible party shall provide the Lessor with a copy of any reports or analytical results relating to any such spill, leak, or release. In the event of a release of Hazardous Material in, on, or under the Property by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of abatement.

Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the County may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in paragraph "c" above.

- e. Lessee agrees, at its own expense, to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although no limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform any necessary mowing, including weed removal within thirty (30) feet around the perimeter of the hangar, and snow removal on the premises during the appropriate periods of the year. The Airport with assist in snow removal when capability and priority permit.
- f. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the County's consent thereto as to size, construction, location and general appearance.
- g. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport properties pursuant to this lease.
- h. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.
- i. Lessee shall obey all applicable rules, regulations, ordinances and laws that may from time to time promulgated by the County, State and Federal Government or agency thereof.
- j. Lessee agrees to cause to be removed from the premises, at its own expense, all waste, garbage, and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the county constituting the Airport.
- k. The Lessee, at Lessee's option, shall provide and pay for all materials, supplies, devices and the installation of utility services inside the building. Lessee further agrees that metered consumption of electricity, water and natural gas inside the building shall be Lessee's expense at the standard rate as shall be established by the County.

- l. The Lessee does hereby agree that upon vacating the premises, for any reason, that Lessee shall leave the premises in as good as condition as when Lessee took possession, except that Lessee shall not remove underground utilities, concrete footings, floor, or change grade or drainage. In the event that Lessee fails to leave the premises in the above-described condition, the County may undertake to clean and restore the premises all at the expense of the Lessee. In the event the leased premises is vacated, either party to this lease shall have the right of termination, without prejudice, by due notice given in writing to the other party.
- m. In the event that Lessee shall fail to perform or comply with any of the conditions of this lease, including nonpayment of rentals when due or any willful misrepresentations herein, and such non-compliance shall continue for a period of six (6) months of the written notice by the County thereof to Lessee by actual and Constructive notice or service of non-compliance, the County shall then have the right to enjoin the Lessee from further use of the leased premises until Lessee shall be in compliance. Further, in the event enjoinder of use of the leased premises for valid non-compliance shall continue for a period of two (2) years and Lessee has taken no action to cure said non-compliance, Lessee shall be considered to have abandoned the premises and ownership of the building and improvements shall revert to the County.

IX. INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. If any claim or legal action is brought arising out of the negligent acts or omissions of the Lessee and is also brought against the Lessor, the Lessor agrees to cooperate with the defense of the claim or legal action. In such claim or legal action wherein, the defense of Lessor is in conflict with the defense of Lessee, the Lessor may have its own attorney to defend such action. If after written notice of such conflict Lessee is unable or unwilling to defend such claim or legal action the Lessor may defend such a claim or legal action at the expense of the Lessee. Any settlement of any claim or lawsuit made by the Lessor or Lessee that results in liability against either party is subject to written approval of the Lessee or Lessor and will not affect the claims or lawsuits still pending against the other party. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

This indemnity clause is not valid wherein the loss or claim is result of actions the Lessee took at the Direction of the Lessor or the loss or claim is the result of a negligent act or omission made by the Lessor. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act; for the purpose of

this Agreement, Lessee's employees or agents shall not be considered as County employees.

- X. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall, have from a reliable insurance company or companies authorized to do business in the State of New Mexico, liability insurance in the minimum amount of \$500,000.00 or such other minimum amount as may be required by the Colfax County Manager pursuant to reasonable exercise of county powers.

The above insurance policy or policies shall contain an endorsement, which provides that the Lessor with written evidence of said insurance at all times this Lease is in effect.

In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification, which affects the leasehold premises, termination, or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to not contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, include attorney's fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

- XI. PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates, which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.
- XII. ASSIGNMENT. Lessee shall not assign this Lease or sublease any part of the premises without prior written approval of the Lessor, which approval shall not be unreasonable withheld. Lessor hereby agrees that this Lease may be assigned as security to any loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

- XIII. RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes with seven (7) days prior notice to the Lessee. Lessor will also provide the Lessee with the opportunity to be present when entry is made upon the leased premises. The airport manager or his designated representative shall exercise this right.
- XIV. RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and public terminal building and appurtenances, provided such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.
- XV. GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.
- a. During the time of war or national emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
 - b. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference of hindrance from the Lessee.
 - c. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.
 - d. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the Civil Aeronautics Act.
- XVI. LESSOR'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:
- a. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

- b. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from the Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.
- c. If the Lessee defaults in constructing any improvements that are required to be constructed under this agreement.

XVII. LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

- a. The permanent and complete abandonment of the airport as an aviation facility.
- b. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and remaining in force of such injunction for at least thirty (30) days.
- c. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.
- d. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more. Upon receipt of a notice of default and response both Parties shall meet to address the matters in this subsection XVIII before the lease may be terminated.

XVIII. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XIX. DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the

demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

- XX. COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the Lessor or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in litigation shall be entitled to recover from the other reasonable attorney fees and costs connected with said litigation
- XXI. PARTIAL INVALIDITY. In any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- XXII. ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall have the right to remove and dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.
- XXIII. AFFIRMATIVE ACTION. The Lessee assures that it will undertake and comply with the program required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, to insure that no person shall on the grounds of race, creed, color, national origin, sex or other prescribed ground, be excluded from participation in any employment activities covered in said Title 49. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Lessee assures that it will require assurances from their sub-organizations to provide assurance to the Lessor that they similarly will undertake and comply with the Title 49 programs and laws.
- XXIV. UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction here over.
- XXV. NONDISCRIMINATION. In the operations to be conducted pursuant to the provisions of this Lease and otherwise in the use of the airport, the Lessee will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. Lessee shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price of each item, article, unit or service; provided

that the Lessee may be allowed to make reasonable and non-discriminating discounts, rebates or other similar type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the Lessor or the United States, either or both said governments shall have the right to judicially enforce said provisions.

- XXVI. LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.
- XXVII. WAR OR NATIONAL EMERGENCY. This Lease and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Lease thereby made inconsistent shall be suspended.
- XXVIII. DEVELOPMENT OF AIRPORT. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.
- XXIX. AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the Lessor's Angel Fire Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers and patrons shall have the right to use all public waiting rooms and public lavatories provided such use shall be in common with others and may be suspended during any period when maintenance, repairs or improvements are being made thereto.
- XXX. BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or the reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor at the option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.
- XXXI. TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to

property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXXII. MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate sections, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXIII. AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXIV. SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXV. NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States Code.

XXXVI. WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXVII. NOTICES. All notices given or to be given, by either party to the other, shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereinafter designate. Notices to the Lessor and Lessee shall be addressed as follows:

TO: LESSEE

Lessee Name:	
C/O	
Address:	
City, State, Zip Code:	
Email Address:	
Home Phone:	
Work Phone:	

Cell Phone:	
-------------	--

TO: LESSOR

Colfax County Manager
Colfax County
P.O. Box 1498
Raton, NM 87740
575.445.9661 ext. 7700

Or her successor, as may be designated by written notification from the County to the Lessee.

XXXVIII. HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

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

XL. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Colfax County, New Mexico. The Lessee expressly waives any right to remove such action from Colfax County.

XLI. NO THIRD-PARTY BENEFICIARIES. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the Lessor or the Lessee, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

XLII. TIME. Time is of the essence of this Lease.

XLIII. The parties' obligations under this Agreement are subject to official County Commissioners' approval.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

(ADD SIGNATURE BLOCKS AS REQUIRED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first mentioned above.

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

Lessee

EXHIBIT A
PREMISES

Description of the Premises:

Hangar Site _____ as depicted on the official drawing held by Colfax County and in the attached diagram.

Consisting of _____ X _____ = _____ Sq. Ft. of Land

OR

Hangar Number _____ as depicted on the official drawing held by Colfax County and in the attached diagram.

Consisting of _____ X _____ = _____ Sq. Ft. of Interior Hangar Space

EXHIBIT B

LESSEE CONSTRUCTION REQUIREMENTS

B.1. AUTHORIZATION. Lessee shall not commence any construction on the Premises without Lessor's prior written consent for all work to be conducted. Lessor shall submit plans, a schedule, and a budget to Lessor when making any request to construct improvements. Lessor may request any information, request modifications, consent to, or deny Lessee's request in Lessor's sole discretion. For any authorized project, Lessee shall provide Lessor with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to Lessor's consent. Lessee shall make no changes to the work without Lessor's prior written consent.

B.2. REQUIRED CONSTRUCTION STANDARDS AND PERMITS. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Lessee, or by Lessor elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations, including, but not limited to, the Uniform Building Code, Uniform Fire Code, and other codes, standards, permits, and plan check requirements as the same may be adopted by Colfax County, as well as any applicable federal or state laws (or Airport Standards) relating to airport improvements. Lessee shall not commence construction for a hangar or other authorized improvement without first obtaining a New Mexico building permit and an FAA determination pursuant to FAA Form 7460-1 that is acceptable to FAA and Lessor. Work shall be performed in a safe manner, and Lessor shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3. COORDINATION. Lessee shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, other tenants, lessees, and users. Lessor shall have the right, but not the duty, to direct the Lessee and Lessee's Associates cease activities or revise work plans to avoid disruption. Lessee and Lessee's Associates shall meet with Lessor as requested by Lessor as the work progresses and provide Lessor with information as Lessor may require. Lessor may require Lessee to comply with other measures that are in Lessor's interests in connection with any construction activities.

B.4. INDEMNIFICATION, INSURANCE, AND BONDS. Lessee shall cause Lessee's Associates who are performing any work relating to constructing improvements to provide the following:

a. INDEMNITY. Lessee shall require such associates to indemnify Lessor in connection with Lessor's interests consistent with the indemnity obligation of Section IX.

b. INSURANCE. Lessee shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability as set forth in Section XI.

c. BONDS. Lessee shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to Lessor. All such bonds shall name the Lessor as a co-obligee.

B.5. AGREEMENT APPLICABLE TO WORK. The provisions of this Agreement shall apply to all work pursued by Lessee to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Lessee's indemnity, waiver and insurance obligations under Sections IX and XI; and the obligations under Sections X and XII in compliance with Colfax County ordinance and permits, licensing and certification requirements and provisions requiring compliance with all Laws and Regulations). Lessee shall provide for compliance with the Agreement's requirements by Lessee's Associates who are performing any work relating to constructing improvements.

B.6. DEFAULT FOR FAILURE TO COMPLETE. Lessee shall comply with the construction schedule approved by Lessor. If such construction is not completed materially within any time required by Lessee's approved schedule, or if for any reason Lessee fails to complete construction within forty-five (45) days of Lessee's approved date for substantial completion, Lessee shall be in default under this Agreement and Lessor shall have all of the rights set forth in Section XVII. Upon any default, Lessee shall turn over to Lessor copies of all records associated with the work and shall work cooperatively with Lessor.

B.7. FINAL SUBMITTALS. Lessee shall submit the following to Lessor within ninety (90) days of beneficial occupancy.

a. CERTIFIED FINANCIALS. Lessee shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by Lessor.

b. FREE OF LIENS. Lessee shall submit a statement that the Premises and Lessee's improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. AS-BUILT DRAWINGS. Lessee shall submit, at its expense, a complete set of accurate "as-built" plans and specifications for Lessee's improvements constructed at the Airport. Such plans and specifications shall include on set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by Lessor.

B.8. INITIAL LESSEE IMPROVEMENTS. Lessor has authorized and Lessee shall construct the initial improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.9. RELEASE BY PREVIOUS LESSEES OR USERS. If Lessee was previously a lessee or user at the Airport, Lessee agrees that as of the Commencement Date, all agreements and other interests between Lessee and Lessor regarding the Airport shall terminate (if not terminated sooner); provided that Lessee shall remain liable to Lessor for any matter arising from or relating to Lessee's use, occupancy, or operations at the Airport prior to the Commencement Date. Lessee hereby releases, acquits, and forever discharges Lessor and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Lessee may have against Lessor arising from or relating to the Airport, whether the same are presently known and unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

EXHIBIT B
ATTACHMENT 1
REQUIRED TENANT IMPROVEMENTS

Lessee shall construct the improvements specified in this Exhibit B, Attachment 1. Lessee agrees to obtain the required building permit within thirty (30) days from the date when Lessee signs this Agreement. Lessee also agrees to commence building within ninety (90) days from the date Lessee signs this Agreement. The Lessee is responsible for securing the construction site to assure that it is safe for Lessees and visitors and does not obstruct or interfere with business activities at the Airport. Lessee shall remove all construction waste, debris, earth, or rocks from the construction site and adjacent taxi ways(s) or aircraft movement area, on a daily basis during construction and upon completion of construction. Lessee shall asphalt all surfaces from the existing Airport taxiway to the front of the Lessee's hangar and all adjoining improvements, as well as area required for vehicle parking, as required by Lessor. All improvements must obtain required approvals from Lessor prior to commencing construction.

Date for Lessee's Access to the Premises: _____

Schedule for Construction:

Commencement of the Work: _____

Substantial Completion which date shall be agreed upon by both parties:
_____ (which shall be within one hundred eighty (180) days
from commencement of the work)

Other schedule requirements shall be as approved by the Lessor.

Lessee shall cause the construction of the plans and specifications for the improvements as submitted to Lessor, which may be summarized as follows:



Colfax County

Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740

Ph. (575) 445-9661 • Fax. (575) 445-2902

www.co.colfax.nm.us



RESOLUTION 2024-12

County Commissioners

Si Trujillo
Chairman
Raton, NM 87740
(505) 617-6893

Mary Lou Kern
Vice Chairman
Raton, NM 87740
505-617-6895

Bret E. Wier
Member
P.O. Box 664
Angel Fire, NM 87710
(505) 652-0039

Monte K. Gore
Colfax County Manager
230 North 3rd Street
Raton, NM 87740
(575) 445-9661

Elected Officials

Lydia M. Garcia
County Treasurer
(575) 445-3171

Kristi E. Graham
County Assessor
(575) 445-2314

Royal Quint
Probate Judge
(575) 445-9565

AMENDMENT TO RESOLUTION 2022-51 A RESOLUTION TO ADOPT POLICY AND PROCEDURES FOR THE ABANDONMENT AND VACATION OR CLOSURE OF ROADS AND COUNTY MAINTAINED RIGHTS-OF-WAY.

WHEREAS the Colfax County Commissioners of New Mexico recognizes the importance of providing a policy and procedures for the abandonment and vacation, or closure of roads and county-maintained rights-of-way.

NOW, THEREFORE, BE IT RESOLVED that the County of Colfax, acting by and through its duly elected Board of Commissioners, does hereby create the Colfax County policy and Procedures for abandonment and vacation or closure of roads and rights-of-way with the following provisions:

1. PURPOSE

It is the purpose of this policy to establish procedures for reviewing abandonment and vacation, or closure of county roads, streets, highways, and rights-of-way.

2. AUTHORITY

NMSA § 67-2-6 (1978) provides that the Colfax County Commissioners has the right to abandon and vacate public roads, streets, or highways. NMSA § 67-5-4 provides that the County Commissioners may discontinue or close public roads.

3. FORMAL DECLARATION

NMSA § 67-2-6 (1978) directs that property or property rights in roads, streets or highways will not revert until such property or property rights are vacated and abandoned by formal written declaration of vacation and abandonment which has been duly declared by the County Commissioners of the County in whom the property or property right has vested.

4. DEFINITIONS

4.1 "Abandonment of a County Road" means the removal of the public interest in a road (see "Vacation of a County Road"), and which is documented by a duly executed declaration of Abandonment and Vacation.

4.2 "Adjacent Landowners" are property owners who own property with frontage on the road proposed for vacation or who own land at each end of the road segment in question.

4.3 "Affected Property Owners" are property owners who own property which is not immediately adjacent to the road proposed for Abandonment and Vacation or Closure, but whose property or rights will be

significantly impacted by the Abandonment and Vacation or Closure of the road proposed for such.

4.4 "Applicant" means the person who requests Vacation and Abandonment or Closure by completing an application in the form required by this Policy and who pays all requisite fees.

4.5 "Certified Appraisal" means a written appraisal of value conducted by a state certified appraiser.

4.6 "Closure of a County Road" means an action taken by the Colfax County Commissioners whereby an established road is closed for the purposes of eliminating public access to or use of the road but the County's interest in the road for other purposes such as utility easements, drainage maintenance or other uses is retained.

4.7 "County Road" is defined as a County-owned dedicated right-of-way or easement for public right-of-way.

4.8 "Partial Vacation" means public access may be closed while utility access through creation of a defined utility easement is retained.

4.9 "Public Right-of-way" means land used to provide access for the movement of people, goods, drainage, utilities (surface or subsurface), vehicles, and services

4.10 "Review Summary and Comments" means the summary decision of any department or County Manager or his/her designee charged with review of the Application consisting of a recommendation for or against the abandonment and vacation or closure proposed in an application for the same. The Comments section shall include reasons, circumstances, or evaluations not apparent in the Application and discussion of any possible adverse impact on Adjacent and Affected Property Owners.

4.11 "Road Review Committee" means the Committee selected by the Colfax County Commissioners which may consist of three to five members of citizens within the affected area

4.12 "Vacation of a County Road" means a formal action taken by the Colfax County Commissioners whereby the public interest in a road right-of-way or public service easement is removed (abandoned) and which is documented by a duly executed declaration of Abandonment and Vacation.

5. ABANDONMENT AND VACATION OR ROAD CLOSURE REQUESTED BY THE PUBLIC

A member of the public may request abandonment and vacation, or closure of a county road or county regulated public right-of-way after submitting a formal Application to the Colfax County along with the appropriate application fee as set forth herein below.

6. PROCEDURE FOR ABANDONMENT AND VACATION OR ROAD CLOSURE

6.1 Application

6.1.1 Form.

The form of Application shall be the prescribed form attached to this policy as Exhibit A

6.1.2 Attachments.

All attachments hereinbelow described shall be submitted with the Application at the time application is made. No Application will be considered for review until and unless it is complete, including all attachments. Incomplete Applications will be returned to the applicant.

6.1.2.1 Letter of Intent.

A Letter of Intent must accompany any Application for Abandonment and Vacation or Closure of any road or right-of-way and shall include the following elements:

6.1.2.1.1 Acreage of road.

Provide an estimate of the acreage of the road proposed to be abandoned and vacated or closed, citing the measurements or criteria and sources used for the estimate and the method of calculation of the estimate.

6.1.2.1.2 Description in detail of location of road.

Provide a legal description obtained from a New Mexico Registered Professional Land Surveyor or provide a detailed description of the approximate location of the road or right-of-way, e.g., "Approximately [X] feet South of [road name], approximately [X] feet North of [road name], approximately [X] feet East of [road name], and approximately [X] feet West of [road name]."

6.1.2.1.3 Name of Subdivision.

Provide the name of the subdivision, if any, of record within which the road or right-of-way lies.

6.1.2.1.4 Reason for the proposed abandonment.

Specify clearly any and all reasons for the proposed abandonment and vacation or closure.

6.1.2.1.5 Special considerations.

Outline any special considerations the Applicant believes to have bearing on the review of the Application for Abandonment and Vacation or Closure, e.g., any special circumstances applicable to the Applicant and/or Adjacent and/or Affected Property Owners which have particular impact on the reasons for the proposed abandonment and vacation or closure given above.

6.1.2.2 Utility Company Approvals.

The Application must contain a statement of approval of all affected Utilities Companies or Providers on company letterhead showing the title of the person signing the letter or provide a prepared plat with the signature or signatures of a utility company or companies on the plat.

6.1.2.3 Letters of Consent/Non-Consent.

Letters of Consent/Non-consent of all adjacent landowners shall be attached to the Application. Letters of Consent/Non-consent must be obtained from every adjacent property owner. If it is not possible to obtain a Letter of Consent/Non-consent from any adjacent property owner, a statement of the reasons the letter cannot be obtained should accompany the Application.

6.1.2.4 Copies of Deeds to Adjacent Properties.

The Applicant shall provide copies of the recorded deeds to all adjacent properties, including his own, with the Application in order to verify that the legal owner(s) of adjacent properties have provided Letters of Consent/Non-Consent.

7. ADDITIONAL PROCEDURES FOR ABANDONMENT AND VACATION

The procedure for abandonment and vacation of a road or county regulated public right-of-way shall be the same as the Procedure described hereinabove at Section 6 and will also include the following attachments to the application:

7.1 Drawing.

An accurate drawing of the road or right-of-way to be abandoned and vacated, showing all adjacent landowners' property lines and names shall be attached to the application.

7.2 Legal Description.

A proper legal description of the parcel to be abandoned and vacated shall be included with the Application.

7.3 Determination of Square Footage

The Applicant shall calculate the approximate square footage of the parcel of the road proposed to be vacated and state the total estimated square footage showing the measurements and the method of calculation used on an attachment to the Application.

7.4 Determination of Value

All Applications for Abandonment and Vacation shall include a statement or the certificate of the appraisal value of the parcel acceptable to the County.

7.5 Appraisal

Pursuant to NMSA section 13-6-.2.1, if the value of the parcel is more than twenty-five thousand dollars (\$25,000), the state board of finance's approval is needed.

7.6 Plat.

If an Application for Abandonment and Vacation is approved by the Colfax County Commissioners, a Plat of Survey certified by a Registered Professional Land Surveyor (**R.P.L.S.**) of the road or right-of-way to be abandoned and vacated showing all adjacent landowners shall be prepared at the Applicant's expense and provided to the Board of County Commissioners.

8. Application Fees

8.1 The initial application fee for an Application for Abandonment and Vacation or Closure is Six Hundred Dollars (\$600.00) for each Application. The Application Fee shall be tendered at the time the Application is submitted and any Application submitted without the requisite Application Fee will be returned to the Applicant. The Application fee shall not be returned once the Application has gone through Road Department and Road Review Committee review.

9. Acquisition Fee

If applicable determination of value above places the estimation of value of the property at \$25,000 or more, the acquisition fee in the amount of the appraised land value shall be collected by the Colfax County after the Application has been approved for abandonment and vacation by the Colfax County Commissioners and prior to the filing of the Statement of Abandonment and Vacation for the purpose of acquiring further approval from relevant state authorities.

10. Submission of Application

10.1 County Manager's Office.

All Applications for Abandonment and Vacation or Closure shall be initially submitted to the Colfax County at its office located at: 230 North 3rd Street, Raton NM 87740 (Mailing Address: P.O. Box 1498). The County shall review all Applications for completion in accordance with this Policy. For Applications for Abandonment and Vacation only, an additional copy of the Application will be sent to the County Assessor for a determination of value.

10.2 Road Review Committee

The Colfax County Road Review Committee shall review all Applications for Abandonment and Vacation or Closure. The County Road Review Committee will review the requests and send its Review Summary and Comments in accordance with NMSA 67-5-4 (1978) to the Colfax County Commissioners.

10.3 Colfax County Commissioners

The County Commissioners will consider the Application and the Review Summary and Comments of the Road Review Committee to determine whether to approve the application to abandon and vacate or close the subject road. Following proper notification and publication requirements the Board of County Commissioners will consider all comments from all present at the meeting and will act in the best interests of the county to either abandon and vacate or close the road or maintain the road as a county right-of-way.

11. APPROVAL AND PAYMENT

11.1 Documentation

The County Manager shall coordinate the preparation, signing and recording of all documents of the action taken upon the payment of the appropriate fee or fees as determined under Sections 8 and 9 above and Sections 11.3 and 11.4 below.

11.2 Approval of Abandonment and Vacation

Upon approval of the abandonment and vacation of a road or right-of-way by the Colfax County Commissioners, the Applicant must provide all additional documentation required in Section 7 above and make payment of the appropriate fees as determined under Sections 8.0 and 9.0 above and Sections 11.3 and 11.4 below.

11.3 Abandonment and Vacation of Road with a Value of Twenty-five Thousand Dollars (\$25,000) or More

If the value of a road or right-of-way approved for Abandonment and Vacation has been determined to have a fair market value of Twenty-five Thousand Dollars (\$25,000) or more, compliance with all provisions of NMSA § 13-6-2.1 (1978) and applicable regulations of the state board of finance shall be required.

11.4 Signage Change and Cost.

If an Application for Abandonment and Vacation or for Road Closure is approved by the Board of County Commissioners, Applicant will also be responsible for the cost to change existing signage to comply with pertinent laws or regulations if applicable.

11.5 Quit Claim Deed

If an Application for Abandonment and Vacation is approved by the County Commissioners, the Commissioner shall issue a Quit Claim Deed for the property so abandoned and vacated once the appropriate fees have been paid.

12. ROAD REVIEW

The Applicant must attend the road review as scheduled by the Road Review Committee to provide any necessary information to the committee.

APPROVED in the Open Meeting this 27th day of February 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

**APPLICATION TO THE COLFAX COUNTY FOR
ABANDONMENT AND VACATION or CLOSURE
OF ROAD AND/OR RIGHT-OF-WAY**

APPLICATION FOR: _____ **Abandonment and Vacation** _____ **Closure**

Date Submitted: _____

LOCATION OF PROPOSED ABANDONMENT and VACTED OR CLOSURE:

Lot: _____ **Block:** _____ **Addition:** _____ **Subdivision:** _____
Section: _____ **Township:** _____ **Range:** _____

DESCRITION OF PROPERTY TO BE ABANDONED AND VACATED OR CLOSED:

APPLICANT NAME: _____

ADDRESS: _____

TELEPHONE(S) _____

**REQUIRED ATTACHMENTS FOR ABANDONMENT AND VACATION OF ROADWAY OR
COUNTY MAINTAINED PUBLIC RIGHT-OF-WAY**

- _____ 1. Letter of Intent
 - _____ a. Acreage of road including measurements and method of calculation
 - _____ b. Detailed description of location of road
 - _____ c. Name of Subdivision (if any)
 - _____ d. Reason for proposed abandonment, vacation, or closure
 - _____ e. Special considerations (if any)
- _____ 2. Utility Company Approvals
- _____ 3. Letters of Consent/Non-Consent from all adjoining landowners
- _____ 4. Copies of Deeds to adjacent properties landowners
- _____ 5. Drawings
- _____ 6. Legal description
- _____ 7. Plat of Survey (if required)

REQUIRED ATTACHMENTS FOR ROAD CLOSURE:

- _____ 1. Letter of Intent
 - _____ a. Acreage of road including measurements and method of calculation
 - _____ b. Detailed description of location of road
 - _____ c. Name of Subdivision (if any)
 - _____ d. Reason for proposed abandonment, vacation, or closure
 - _____ e. Special considerations (if any)
- _____ 2. Utility Company Approvals
- _____ 3. Letters of Consent/Non-Consent from all adjoining landowners
- _____ 4. Copies of Deed to adjacent properties

IS ROAD A COUNTY MAINTAINED ROAD: _____ YES _____ NO

REQUIRED FEE:

_____ Six Hundred Dollars (\$600.00) fee per application

ADDITIONAL FEES:

Acquisition Fee in the amount of \$ _____

Fees for Signage changes in the amount of \$ _____

COLFAX COUNTY REVIEW OF APPLICATION:

County staff shall notify applicants whether the application is deemed complete within fifteen (1) days of submittal. Only applications which are found to be complete will be processed and forwarded to the County Review Committee. Incomplete applications will be returned to applicant.

AFFIDAVIT/SIGNATURE:

The undersigned person hereby makes this application in accordance with the Resolution and policies of the Board of County Commission of Colfax County, and hereby certifies that the information given herein is true and correct to the best of my knowledge and belief.

Applicant's Signature

Date



Colfax County
Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740
Ph. (575) 445-3661 • Fax. (575) 445-2902
www.co.colfax.nm.us



Resolution #2024-06

Fee Schedule for Colfax County

WHEREAS the Colfax County Board of Commissioners desire to establish the fee schedule for County charges; and

THEREFORE, the Colfax County Board of Commissioner sets the following fee schedule:

Colfax County Fee Schedule

(1) Copy	\$1.00/page
(2) Fax (local)	\$1.00
(3) Fax (long distance)	\$2.00
(4) Returned Check	\$35.00

Colfax County Property Rental Fees

(1) Colfax County Event Center up to 200 people	\$300/daily
(2) Colfax County Event Center over 200 people	\$400/daily
(3) Colfax County Event Center up to 100 people-6 hr. day use	\$150/daily
(4) Raton Airfield	\$200/daily
(5) Raton Airport Hanger	\$300/daily
(6) Colfax County Airport @ Angel Fire Airfield	\$300/daily
(7) Colfax County Airport @ Angel Fire Hanger	\$400/daily

***** All agreements will require proof of insurance and a cleaning/damage deposit of \$250.00*****

Colfax County Subdivision Fees

(1) Copy of Regulations	\$17.50
(2) Copy of Resolutions	\$1.00/page
(3) Summary Review Subdivision Application	\$200
(4) Subdivision Application Fee	\$600/\$20/lot
Claim of Exemption	\$300 - \$700
Vacation of Plats-No conveyances	\$400 - \$750
Vacation of Plats-With 1 or more conveyances	\$500/\$20/lot
Variance	\$500

Colfax County Assessor Fees

(1) Recording fees first 10 entries/additional 10 entries	\$300
(2) Specific area GIS Report	\$150
(3) Maps- 18x24 prints	\$7.00 Copy \$10.50
(4) Maps- 24x36 prints	\$10.00/Copy \$18.00
(5) Maps- 48x36 prints	\$20.00 copy \$50.00

Colfax County Clerk Fees

(1) Recording fees first 10 entries	\$25.00
additional 10 entries	\$25.00
(2) Death Certificate	\$25.00
(3) Marriage License	\$25.00
(4) Regular copy of Marriage License	\$2.00
(5) Certified copy of Marriage License	\$5.00
(6) Plats 11x1	\$1.00
(7) Plats 18x24	\$7.00
(8) plats larger than 18x24	\$10.00
(9) Burned CD	\$15 +.05 image

Colfax County Manager's Office

(1) Encroachment Permit	\$100/\$500 Bond
(2) IPRA Request	\$1.00/page
(3) IPRA Request	\$25.00/CD
(4) Solid Waste/Residential	\$210/year
(5) Solid Waste/Commercial	\$70/month
(6) Assignment of E-911 Address	\$25.00
(7) E-911 Address Verification	\$10.00
(8) County GIS Report	\$300.00
(9) Specific Area GIS Report	\$150.00
(10) Wind Permit Review	\$500.00
(11) Wind Permit	\$3,000.00

Colfax County Sherriff's Office

(1) Document Service	\$42.00
(2) Sheriff Security (2 hr. minimum)	\$50/deputy/hr.

Colfax County Airport @ Angel Fire

(1) Ramp Fees-Single/Sm Twin	\$10/day \$60/wk. \$120/mo.
(2) Ramp Fees-Medium Twin	\$15/day \$90/wk. \$180/mo.
(3) Ramp Fees-Large Twin	\$20/day \$120/wk. \$240/mo.
(4) Ramp Fee-Small Jet	\$50/day \$300/wk. \$600/mo.
(5) Ramp Fee-Medium Jet	\$75/day \$400/wk. \$1200/mo.
(6) Ramp Fee-Large Jet	\$100/day \$500/wk. \$1500/mo.
(7) Helicopters	\$50/day \$300/wk. \$600/mo.
(8) Hanger Fee-Single Engine	\$50/daily \$150/wk. \$350/mo.
(9) Hanger Fee-Small Twin	\$75/daily \$225/wk. \$700/mo.
(10) Hanger Fee-Medium Twin	\$125/daily \$375/wk.\$1100/mo.
(11) Hanger Fee-Large Twin	\$150/daily \$450/wk.\$1250/mo.
(12) Hanger Fee-Small Jet	\$300/daily \$1200/wk\$3500/mo.
(13) Helicopter	\$200/daily \$1000/wk. \$3500/mo.
(14) Landing Fess/Charter	\$125.00
(15) After Hours Fees	\$100/hour
(16) GPU	\$7,500
(17) Parking Fees-Inside Auto	\$130/mo. \$1300/annual
(18) Parking Fees-Outside Auto	\$50/mo. \$500/annual
(19) Parking Fees-Combo single/twin	\$500/annual & tie down
(20) Parking Fees- Combo medium twin	\$500/annual & tie down
(21) Parking Fees-Combo twin & turbo	\$750/annual & tie down
(22) Parking Fees-Combo small jet	\$1500/annual & tie down
(23) Credit Card Fee	3% of all charges

Approved in open meeting this 27th day of February 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

CHAIRMAN, Si Trujillo

VICE-CHAIR Mary Lou Kern

MEMBER, Bret Wier

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

ORDINANCE NO.: 2024-02

THE AMENDMENT TO ORDINANCE 2021-03 (AN ORDINANCE ADOPTING THE LEGISLATIVE INTENT, FINDINGS, AND PURPOSE RELATING TO THE REGULATION OF CANNABIS)

WHEREAS, the New Mexico Cannabis Regulation Act (“NMCRA”), NMSA §§ 26-2C-1 to 26-2C-42, allows the establishment and operation of certain cannabis dispensaries in County of Colfax according to a prescribed statutory and regulatory process, and

WHEREAS, the County of Colfax finds that the NMCRA section 26-2C-12 authorizes the County of Colfax to:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) licensed pursuant to the Lynn and Erin Compassionate Use Act, and access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the establishment or microbusiness was licensed.

However, the NMCRA directs the County shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

WHEREAS, County of Colfax seeks to protect public health, safety, and welfare by enacting reasonable regulations on cannabis establishments in unincorporated areas of the County.

WHEREAS, County of Colfax referenced and incorporated the County of Santa Fe's Comprehensive Zoning Plan, and seeks to develop or amend the currently available zoning plan for the County.

WHEREAS, this ordinance is subject to change or amendment as the New Mexico Cannabis Regulation Act ("NMCRA")'s rules and regulations are amended and adopted, and it shall comply with NMCRA and its regulations.

NOW THEREFORE, the County of Colfax adopts the following ordinance for the regulation of cannabis consistent with the NMCRA and its Comprehensive Zoning Plan available, and this ordinance shall be amended should the County of Colfax amend or adopt its own zoning ordinance or comprehensive zoning plan.

Section 1. Purpose

This Ordinance is adopted to protect the health, safety, and welfare of the community. Except as allowed by NMCRA and its pertinent laws or regulations for personal or private use, the County of Colfax enacts reasonable regulations and requires compliance with the NMCRA and its pertinent laws or regulations.

Section 2. Definitions

The below words and phrases, wherever used in this article, shall be construed as defined in the NMCRA or pertinent laws and regulations with their subsequent amendments.

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of

the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. “cannabis consumption area” means an area where cannabis products may be served and consumed;

D. “cannabis courier” means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. “cannabis establishment” means:

- (1) a cannabis testing laboratory;
- (2) a cannabis manufacturer;
- (3) a cannabis producer;
- (4) a cannabis retailer;
- (5) a cannabis research laboratory;
- (6) a vertically integrated cannabis establishment;
- (7) a cannabis producer microbusiness;
- (8) an integrated cannabis microbusiness; or
- (9) Vertically Integrated Cannabis Establishment (VICE)

F. “cannabis extract”:

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. “cannabis flowers” means only the flowers of a cannabis plant;

H. “cannabis manufacturer” means a person that:

- (1) manufactures cannabis products;
- (2) packages cannabis products;
- (3) has cannabis products tested by a cannabis testing laboratory; or
- (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. “cannabis producer” means a person that:

- (1) cultivates cannabis plants;
- (2) has unprocessed cannabis products tested by a cannabis testing laboratory;
- (3) transports unprocessed cannabis products only to other cannabis establishments; or
- (4) sells cannabis products wholesale;

J. “cannabis producer microbusiness” means a cannabis producer at a single licensed premises that possesses no more than two hundred total mature cannabis plants at any one time;

K. “cannabis product” means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. “cannabis research laboratory” means a facility that produces or possesses cannabis products and all parts of the plant genus *Cannabis* for the purpose of studying cannabis cultivation, characteristics or uses;

M. “cannabis retailer” means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. “cannabis server permit” means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. “cannabis server permit education provider” means a person that provides cannabis server education courses and examinations;

P. “cannabis testing laboratory” means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. “cannabis training and education program” means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to prepare students for participation in the cannabis industry;

R. “commercial cannabis activity”:

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. “consumer” means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. “contaminant” means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. “controlling person”:

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. “cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. “department” means the regulation and licensing department;

X. “director” means the director of the division;

Y. “division” means the cannabis control division of the department;

Z. “dry weight basis”, when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. “facility” means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. “financial consideration” means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. “homegrown” or “homemade” means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. “household” means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. “immature cannabis plant” means a cannabis plant that has no observable flowers or buds;

FF. “industry standards” means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. “integrated cannabis microbusiness” means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. “licensed premises” means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. “local jurisdiction” means a municipality, home rule municipality or county;

JJ. “manufacture” means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. “medical cannabis” means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. “medical cannabis program” means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. “medical cannabis registry” means the system by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. “primary caregiver” means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. “public place” means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. “qualified patient” means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. “reciprocal participant” means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. “retail establishment” means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. “superintendent” means the superintendent of regulation and licensing;

TT. “unprocessed” means unaltered from an original, raw or natural state; and

UU. “vertically integrated cannabis establishment” means a person that is authorized to act as any of the following:

- (1) a cannabis courier;
- (2) a cannabis manufacturer;
- (3) a cannabis producer; and
- (4) a cannabis retailer.

Section 3. Allowable land use zoning

The Board has determined that cannabis establishments and cannabis consumption areas should be allowed in those zoning districts where similar uses are allowed, such similarity determined by the Board in an exercise of legislative discretion based upon, among other factors, off-site impacts, compatibility, and the need for services.

- A. Subject to conditions herein in this Ordinance, in Residential Zoning areas, Private property consumption, and cultivation of up to 12 mature and 12 immature plants; or consumption or cultivation allowed by NMRCRA and New Mexico laws will be allowed.
- B. Cultivation in agricultural areas will be allowed, but if cultivation is for industrial uses, the following conditions should be met:
 - (1) Cannabis cultivation for industrial uses is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of this Article, all measurements for Cannabis Cultivation shall be from the licensed premises as defined by NMCRA.
 - (2) All licensed premises as defined by the NMCRA are prohibited within 300 feet of any school, or child day care facility.
 - (3) Except as specified in Subsection (4) below, all activities in this use must be conducted within the fully enclosed portions of a building unless a Conditional Use Approval is obtained to conduct specific activities outside of the fully enclosed portions of a building.
 - (4) An incidental storage area is allowed outside of the fully enclosed portions of a building, but must be screened from view from each neighboring property line in which a permit is required.
 - (5) An air filtration plan approved by the County Manager which also complies with the Dee Johnson Clean Indoor Air Act.
 - (6) Customer visits and deliveries are prohibited between 12:00 a.m. and 8:00 a.m. for any Cannabis Cultivation Facility.
- C. Cannabis testing laboratories, Cannabis producers, Cannabis retail, Microbusiness, vertically integrated cannabis establishments, Cannabis training

and education shall be treated as the same as Research and Development Services such as scientific, medical and technology.

- D. Cannabis manufacturers or Cannabis-derived products manufacturers shall be treated the same as Food, Textiles and Related Products, and safe and secure extraction shall be the only manufacturing technique allowed. With regard to Cannabis-derived products manufacturing,
- (1) Cannabis-derived products manufacturing is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of the article, all measurements for Cannabis-derived Product Manufacturing shall be from the licensed premises as defined by NMCRA.
 - (2) All licensed premises, as defined by NMCRA, are prohibited within 300 feet of any school, or child day care facility.
 - (3) Except as specified in Subsection (4) below, all activities in this use shall be conducted within the fully enclosed portions of a building unless a Conditional Use Approval is obtained to conduct specific activities outside of the fully enclosed portions of a building.
 - (4) An incidental storage area is allowed outside of the fully enclosed portions of a building but shall be screened from view from each property neighboring line.
 - (5) An air filtration plan approved by the County is required as attached hereto.
 - (6) Customer visits and deliveries are prohibited between 12:00 a.m. and 8 a.m. for any Cannabis-derived Products facility.
- E. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants indoors shall be treated the same as Commercial Greenhouse.
- F. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants outdoors shall be treated the same as Dairy Farms.
- G. A cannabis retailer shall be treated the same as Store or Shop.
- (1) Cannabis retail is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of this article, all measurements for Cannabis Retail shall be from the licensed premises as defined by NMCRA.
 - (2) This use shall not include a storage or display area outside of fully enclosed portions of a building.
 - (3) A licensed premises, as defined by NMCRA, is prohibited within 300 feet of any school or child day care facility.
 - (4) This use shall be conditional within 600 feet of another Cannabis Retail Establishment. Nothing herein prohibits multiple licenses from operating from a single premise.
 - (5) Customer visits and deliveries are prohibited between 12:00 a.m. and 8:00 a.m.

- H. Cannabis couriers fall within Courier and messenger service facilities.
- I. Vertically integrated cannabis establishments and integrated cannabis microbusiness may only be located in a zoning area in which each of the authorized activities proposed for the licensed premises is an allowed use, whether as a permitted use or pursuant to an approved conditional use permit.
- J. Cannabis consumption areas are subject to the following:
 - a. A cannabis consumption area in which consumption is limited to consumption by qualified patients or reciprocal participants may be located inside any cannabis retailer; provided, however, that smoking of cannabis products in such consumption areas is only allowed if the cannabis consumption area occupies a standalone building and/or room sealed from the rest of the building with separate air filtration system, from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16.
 - b. Cannabis consumption areas that allow consumption by consumers shall be treated the same as Bars, taverns and nightclubs. Cannabis consumption areas that are open to consumers are also subject to the following:
 - 1) The smoking of cannabis products is only allowed as defined by the Ordinance and NMCRA;
 - 2) The smoking of cannabis products is only allowed within a licensed cannabis consumption area that occupies a standalone building and/or room sealed from the rest of the building with separate air filtration system, from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16; and
 - 3) Access to cannabis consumption areas open to consumers is restricted to persons twenty-one years of age and order.
- K. Allowable Land Use Zoning
 - a. Cannabis cultivation and production for personal use in quantities and as permitted by the NMCRA, and the Lynn and Erin Compassionate Use Act is allowed anywhere in the County subject to the following; Cannabis cultivation and production for personal use must be conducted inside an enclosed and locked dwelling unit or an appropriate structure. (e.g. a controlled-environment agricultural structure).
 - b. No cannabis establishment, cannabis consumption area, or cannabis courier may be located within 300 feet of a school, or day care center or residence, religious assembly or church, library, cultural center, community center, public park, or government facility in existence at the time a license was sought for the cannabis establishment, cannabis consumption area, or cannabis courier. For purpose of this section, all measurement for the purpose of determining the location of a cannabis establishment, cannabis

consumption area, or cannabis courier in relation to schools or daycare centers shall be shortest direct line measurement between the actual limits of the real property of the school or daycare center and the actual limits of the real property of the proposed cannabis establishment, cannabis consumption area, or cannabis courier.

- c. Cannabis producers that cultivate cannabis plants indoors and cannabis manufactures must use industry standard techniques to minimize odorous matter, toxic or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems.
- d. A cannabis establishment must maintain a minimum separation distance of 300 feet from any residence, library, cultural center, community center, public park, or government facility. The 300 feet separation distance does not apply to a residence on the same lot or parcel as the cannabis establishment. For purpose of this section, distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point of the security fence of the cannabis establishment to the nearest improved area of any park or the nearest point of any structure of the residence, religious assembly or church, library, cultural center, community center, or government facility.
- e. The County Manager and/or Director of Planning and Zoning and/or the County Manager's designee, at their discretion, may reasonably control the density of cannabis establishments consistent with the County's custom and practice, precedent and policies consistent with NMCRA and New Mexico laws.

Section 4. Delivery permit restrictions

The following restrictions shall be placed on cannabis delivery permits: only medical or retail cannabis transporters who qualify under NMCRA definitions and who hold a valid license and a delivery permit issued by the County manager may deliver regulated cannabis to private residences of customers and patients, subject to the provisions the NMCRA and its pertinent regulations and rules.

Section 5. Fees

- A. Planning and Building Cannabis application/inspection Fee \$581.00
- B. Planning and Building preliminary site plan review Fee \$556.00
- C. Planning and Building records management Fee \$100.00
- D. For Cultivation cottage or nursery Planning and Building/inspection Fee \$838.00
- E. Hazardous Materials Inventory Statement Plan Review Fee \$50
- F. Cannabis Transporter Permit Fee \$225
- G. Hazardous Materials and Flammable Liquids Permits – Use, Storage fee \$100
- H. A cannabis waste plan review Fee \$50 (NMEVD)

- I. Compliance requirement Fee with relevant County Ordinance and the International Fire Code (IFC) 2018 edition, chapter 38. (Fees will be assessed if necessary).

Section 6. Renewal annual application fee for all cultivation permit types

- A. Planning and Building cannabis application/inspection Fee \$581.00
- B. Planning and Building records management Fee \$100.00
- C. Planning and Building site inspection (not charged unless required).

Section 7. Renewal annual application fee for all other permit types

- A. Planning and Building cannabis application/inspection Fee \$581.00
 - B. Planning and Building records Management Fee \$100.00
 - C. County issued Business License Fee \$35.00
 - D. Cannabis Transporter Permit Fee \$225
 - E. Any other necessary licenses permitted by the NMCRA Fee \$250.00
- Licensee shall ensure that all licensed premises are in compliance with Construction Industries Licensing Act, and comply with the Occupational Health and Safety Act.

Section 8. Business Registration

Any person engaged in commercial cannabis activities must comply with the County's Business Registration Ordinance.

Section 9. Cannabis Establishment Permit

Subject to Sections 5 through 7 in this ordinance, any person seeking to operate a cannabis establishment in the County shall obtain a cannabis establishment permit under the following conditions:

- A. The permit shall be obtained from the County's Manager or designee.
- B. The application fee cost for the initial permit and the annual renewal fee shall be established by the Colfax County Commissioners. The annual renewal date shall be the anniversary date of when the permit was first obtained.
- C. The County Manager shall require the following information from the applicant:
 - (1) The name, address, and business organization of the applicant and location the applicant intends to transact business, as well as the specific business to be transacted.
 - (2) If the applicant is an individual, the residence address of the applicant as well as the applicant's birthdate and social security number.
 - (3) If the applicant is a partnership, the names, residence addresses, birthdates, and social security numbers of all partners.
 - (4) If the applicant is a Limited Liability Company, the state of organization, address of the resident agent in New Mexico sufficient for service of process, the name of the managing member

together with residence address, birthdate, and the name, residence address, birthdate and social security number of each member of the company.

(5) If the applicant is a corporation, the state of incorporation, the name and address of the registered agent in New Mexico sufficient for service of process, the name, residence, birthdate of each officer or director of the corporation.

(6) Prior to the issuance of a permit, any Limited Liability company or corporation shall provide a certificate of good standing.

(7) The applicant shall provide Federal and State tax identification numbers.

(8) The applicant shall provide proof of compliance with the County's ordinance including the Business Registration Ordinance.

D. Prior to issuance of a permit, the Code enforcement Officer or County Manager shall confirm compliance with distancing requirements as provided in this Ordinance (Location).

E. Prior to issuance of a permit, the cannabis establishment must also pass the County's Building Code inspection.

F. Prior to any issuance or annual renewal of a permit, the cannabis establishment shall be inspected by the County's Fire Marshall. The cannabis establishment shall comply with Chapter 38 (as it may be amended from time to time) of the National Fire Protection Association (NFPA) 1 Fire Code and pertinent County's Fire Protection Ordinance. Cannabis manufacturers, cannabis research laboratories, and cannabis testing laboratories shall receive semiannual inspections. All other cannabis establishments shall receive an annual inspection, at the discretion of the County's Fire Marshall.

G. A temporary permit may be issued for state licensing purposes pending completion of the fire and building inspections upon satisfactory evidence that all other conditions have been met for a permit. A final permit shall be issued upon completion of the fire and building inspections as attached hereto.

H. No permit shall be issued to a mobile, temporary or portable building.

I. No permit shall be issued to a drive-through cannabis establishment.

J. Failure to meet the conditions above will result in non-issuance of a permit.

K. If denial of an application for a new permit or renewal permit is deemed necessary by the County Manager, written notice of the decision shall be provided to the applicant.

L. Any person or entity denied a permit may, within ten (10) days of the receipt of notice of the denial, file an appeal with the Colfax County Commissioners. The Notice of Appeal shall be delivered to the County Manager and a hearing shall be scheduled within thirty (30) days of receipt of the Notice. The appeal shall be de novo and the burden of proof shall be on the applicant to establish entitlement to a permit. The Colfax County Commissioners shall make written

findings of fact and conclusions of law supporting its decision. Any further appeal shall be to the District Court, in accordance with NMSA 1978, Section 39-3-1.1 and Rule 1-074 NMRA.

M. Any person or entity denied a permit may apply to the Colfax County Commissioners for a variance from any portion of this Ordinance caused by unusual conditions not caused by the actions of the Applicant. In granting variances, the Commissioners may require such conditions as will substantially secure the objectives of this Ordinance and not adversely affect the health, safety, and general welfare of the public, if otherwise consistent with the general purpose and intent of this Ordinance and if not injurious or detrimental to the surrounding area. Each request for a variance shall be submitted in writing. Each request shall be considered at the same time as the application for the permit. The Commissioners shall make separate written findings of fact and conclusions of law on each requested variance. The decision and order shall be prepared, signed, and filed within a reasonable time following the public meeting at which the variance is considered.

N. Operation of a cannabis establishment without a permit is a violation of this Ordinance.

Section 10. Liability and Indemnification

A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this chapter shall not become a personal liability of any public officer or employee of the County.

B. To the maximum extent permitted by law, the permittees under this section shall defend (with counsel acceptable to the county), indemnify and hold harmless the Colfax County, its Commissioners, and its respective officials, County Manager, officers, employees, representatives, agents and volunteers (hereafter collectively called County) from any liability damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, county attorney or staff time, expenses or costs (collectively called "action") against the County to attack, set aside, void or annul, any cannabis-related approvals and actions and comply with the conditions under which such permit is granted, if any. The County may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the County for its reasonable legal costs and attorneys' fees.

C. Within ten (10) calendar days of the service of the pleadings upon the county of any action as specified in Subsection B., above, the permittee shall execute a letter of agreement with the county, acceptable to the County Manager's office, which memorializes the above obligations. These obligations and the letter of agreement shall survive termination, extinguishment, or invalidation of the cannabis-related approval. Failure to timely execute the letter of agreement does not relieve the applicant of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the County.

D. To the fullest extent permitted by law, the County shall not assume any liability whatsoever, with respect to approving any operational permit pursuant to this ordinance, or the operation of any retailer or retail cannabis establishment approved pursuant to this section.

E. Within ten (10) calendar days from the issuance of any types of permits from the County, the permittees shall execute the indemnification agreement attached hereto as a specific pre-condition to obtain the permit from the County. If a permittee refuses to execute the indemnification agreement, it will result in non-issuance of a permit or revocation of the permit issued, and the permittee shall not have any rights to appeal this decision to the Colfax County Commission.

Section 11. Cannabis Consumption Prohibited on Public Property

- A. Public property means any property owned or occupied by the County.
- B. The use, sale, cultivation, manufacture, production, storage or distribution of Cannabis or Cannabis products is prohibited on public property.
- C. No person shall smoke cannabis products in a public place, except in a cannabis consumption area, or on any County public property.
- D. No person shall smoke cannabis products in any place where the smoke is detectable from a public place or on public property

Section 12. Existing Medical Cannabis Establishments

Any medical cannabis establishment existing as of the date of the passage of this Ordinance shall not be required to comply with the location requirements in this Ordinance. However, the owners of such businesses shall, within 90 days of the effective date of this Ordinance, submit an application for a permit.

Section 13. Enforcement

- A. County Code Compliance Officer/County Manager, County Sheriff or its designee or the County's Fire Marshall or designee may issue citations for violation of this Ordinance. With the exception in this Ordinance, which is punishable by State law, any violation of this Ordinance may be enforced in any court of competent jurisdiction.
- B. The maximum penalty per violation shall be \$300. Each day during the time in which a violation occurs shall be deemed a separate violation. Nothing herein shall prevent County from seeking injunctive relief, if appropriate.
- C. Any person found guilty of violating any provision of this ordinance shall be found guilty of a misdemeanor and fined not more than three hundred dollars (\$300.00) or imprisoned for a period of not more than ninety (90) days, or both fine and imprisonment.
- D. Violations of this ordinance in addition to any other violation mandated under other pertinent County Ordinances or Code shall not limit any other allowed penalties. Any abatement procedures which may be taken by the County for any violation of this article shall be considered as a violation of County Ordinance. The Civil judgment or criminal conviction under this Ordinance or CRA shall not relieve such individuals or entities from their responsibility of correcting unlawful conditions, or removing unlawful structures or improvements under this Ordinance, and the County shall retain its authority to order any corrective actions related thereto.

E. The remedies provided in this Ordinance shall be cumulative and in addition to any federal, state, or local remedy, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable laws except as otherwise punishable by State law.

Section 14. Personal Production of Cannabis; Penalties

Subject to NMSA § 26-2C-27 and its subsequent changes:

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars (\$50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth-degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars (\$50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth-degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

E. Indoor or outdoor cultivation of live cannabis plants is permitted within a single private residence, upon the grounds of a private residence, or inside an accessory structure located on the grounds of a private residence, to the extent such cultivation is authorized by NMSA 1978, § 26-2C-27 and is in strict compliance with the following requirements:

(1) Possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products, or transporting not more than six mature cannabis plants and six immature cannabis plants per

person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits and shall be stored in such a manner not to be visible from public view.

(2) Cannabis cultivation is permitted within a private residence and shall not be visible from the exterior of that residence. In addition, cannabis cultivation is permitted within a fully enclosed accessory structure within the rear or side yard of a private residence such as a greenhouse, shed, or similar. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(3) Open-air cannabis cultivation is permitted within the rear or side yard of a private residence, provided there is a minimum of a ten-foot setback. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(4) Obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide, or solvents is not permitted.

(5) Cannabis cultivation, including, but not limited to, any lighting, plumbing, building, or electrical components used for cultivation, must comply with current requirements in the Colfax County Ordinance as it currently exists or is amended from time to time.

(6) The dwelling unit shall remain at all times a residence.

(7) With legal and functioning cooking, sleeping, and sanitation facilities with proper ingress and egress. These rooms may not be used for cannabis cultivation where cultivation will prevent their primary use for cooking meals, sleeping, and bathing. Chemicals used for cannabis cultivation shall not be stored inside habitable areas of the residence or within public view from neighboring properties or public right-of-way.

(8) Consumption of cannabis, whether smoking, vaporizing, or ingesting, is permitted within or upon the grounds of a private residence pursuant to the Dee Johnson Clean Indoor Air Act.

(9) Cultivation of cannabis shall not violate any other provisions of the Colfax County Ordinance.

Section 15. Emergency Clause and Effective Date

Because of the urgent need for regulation pursuant to this Ordinance, the Colfax County Commissioners declare that it is necessary for the public peace, health and safety that this Ordinance takes effect immediately after passage when it is recorded in the book kept by the Board for that purpose and authenticated by the signature of the County Clerk. In the event a court of competent jurisdiction finds that the passage of this Ordinance did not constitute an emergency,

then the effective date of this Ordinance shall be 30 days after this Ordinance is recorded with the County Clerk.

Section 16. Providing for Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof

Section 17. Applicability of other laws. All cannabis uses are subject to all other applicable sections of the County's ordinances and its policies.

Section 18. Due to the nature of the NMRCA's continuing development of rules and regulations, the County Manager or his or her designee may implement all necessary and proper measures to comply with the NMCRA and its regulations including but not limited to fee adjustments.

PASSED, ADOPTED AND APPROVED this ____ day of ____, 2024.

**BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO**

By _____
Si Trujillo, Chairman

Mary Lou Kern, Vice Chair

Bret Wier, Member

ATTEST:

County Clerk, Rayetta Trujillo

County Manager, Monte Gore

DRAFT

<https://www.nafahq.org/cannabis-facilities-air-filtration-uv-c-air-disinfection-and-odor-removal/>

Cannabis facilities: air filtration, UV-C air disinfection and odor removal By Keith Jordan, Sanuvox Technologies, Inc.

Cannabis legalization has been a passionate topic over the last few years and is engulfing many countries and states. In the beginning of the legalization movement, many Cannabis growers were only concerned with a few items such as plant nutrients, pH water balance or the type of halogen grow lights recommended. Very little, if any, thought was imparted to indoor air quality. Slowly, over the last 5 years, Cannabis growers are realizing that Indoor air quality provides as much value as any other technique in the growing process. Growers understand there are a large number of contaminants that can damage and wipe out an entire crop, thus learning about proper indoor air quality is quickly gaining prominence.

Cannabis growers operate in three methods - outdoor grow similar to a farm, greenhouse similar to vegetables, and fully enclosed warehouse with Heating, Ventilation, and Air Conditioning system (HVAC). Outdoor growers harvest once a year, greenhouse growers harvest roughly 4 times a year and warehouse growers harvest 6-8 times a year. The top of the line, best quality and quickest harvests occur with a warehouse grower. NAFA members can engage the role of educating the grower on the best and most efficient method of removing particulates, disinfecting molds, fungus, bacteria, and mitigating pungent cannabis odors.

Filtration

The warehouse grower has anywhere from 100 to 10,000 plants inside a large room or multiple rooms which are full of dirt pots, 1000 watt growing lamps creating a massive heat load, circular fans on the walls stirring up dust, and high numbers of air changes per hour through the HVAC system. Operating indoors with the above opposing systems can rapidly increase the particulate load to that of dust storm. These opposing forces will continually increase the level of particulates as well as circulate those particulates around the room, through the HVAC system spreading contamination and dust virtually on every surface of the room. The current level of filtration for the majority of warehouse growers consists of a 1" MERV 8 pleated filter. Several reasons for this stem from utilizing 5 ton HVAC systems, choosing the cheapest filters, or a recommendation from an HVAC contractor.

The warehouse grower that has retrofitted a warehouse typically has multiple 5 ton AHU per room. The new facility built from the ground up typically has 15 to 25 ton AHU. Most growers are so concerned with overcoming the heat load of their grow lights and reducing humidification levels, that they are hesitant to increase filtration because of pressure drop. The HVAC contractor sizes the system to provide the grower with anywhere from 10 to 18 air changes per hour and does not educate the grower on the vast array of filtration efficiencies or sizes, thus why 1" MERV 8 pleats are the most common with Cannabis growers currently. This is a perfect situation where NAFA members can be of crucial benefit to growers in educating them that a higher efficiency filter will not necessarily affect the heating/cooling loads when sized properly and can lower life cycle costs of the filter as well as the AHU.

Powdery Mildew and Botrytis UV-C air disinfection

The warehouse Cannabis grower is especially susceptible to the infection of Powdery Mildew and Botrytis which infiltrate the facility and continually infect the Cannabis buds causing a stunting of growth, distortion of quality, a reduction of terpenes and degraded product that must be discarded or used for oil extraction.

Commercial UV-C Air disinfection systems are being utilized with success in preventing the outbreak and spread of Powdery Mildew and Botrytis as well as assisting in the grower consistently passing the state mold CFU tests required at each harvest. The UV-C system is sized based on cubic feet per minute (CFM) of the HVAC system, return or supply duct dimensions, cubic feet of the room to be disinfected and the number of air changes achieved on an hourly basis. An effective UV-C system should be designed to achieve an average of 95% hourly disinfection of Powdery Mildew utilizing a recirculation rate of 8 air changes per hour. This ensures that all the air in the room will be processed through the UV-C air disinfection system multiple times.

Currently, the most efficient and economical approach is to utilize the HVAC system as a point of disinfection. As mentioned above, most growers are attaining on average 10-18 air changes per hour. By installing a commercial UV-C Air Disinfection system in the return or supply HVAC ductwork the air can be disinfected at a high level due to the high air exchange rate.

Stand alone or portable UV-C systems can be utilized if they are sized to achieve 8 or more air changes per hour with high intensity UV-C air disinfection lamps. UV-C air disinfection is a complimentary system to filtration necessary to provide a synergistic punch to quickly reduce mold, bacteria and virus contaminants within the warehouse grower.

Odor removal

The growing of Cannabis produces a pungent and dense odor. Many think of a skunk when they smell the Cannabis odors. Inside the growing facility, the odor is accepted and anticipated.

However, outside near neighborhoods and offices, many find the odor to be offensive and bothersome. In fact, many cities are issuing regulations regarding odor control and enacting fines when odors are smelled and reported outside of the facility. This poses another costly issue for the warehouse grower when maintaining negative pressure. Depending on the regulations, growers choose between a closed loop/non-exhaust system or a negative pressure system, very few if any have positive pressure set ups. The main reason is to keep CO₂ and odors inside the facility. Though, for the grower who actively exhausts indoor air, odor removal is mandatory, cumbersome and difficult.

Currently, can or tube carbon filters are most commonly used for the mitigation of the Cannabis odors. The majority of these filters are purchased through Cannabis growing supply stores (similar to garden stores). Due to the potency of the odor, removal of this odor requires a constant supply of can/tube filters or a commercial carbon filter set up. The commercial set up contains bulk fill carbon housings on the exhaust air which greatly increase the elimination of the cannabis odors being exhausted.

Lastly, it is important to understand these odor regulations are not consistent from state to state nor are always very clear. It is important when working with these facilities that you understand the regulations that have been imposed on this market.

Summary

As Cannabis legalization continues to progress throughout the world, it is extremely beneficial to NAFA members to reach out and educate Cannabis growers on proper indoor air quality.

Filtration, UV-C air disinfection, and odor mitigation will always be important topics for the Cannabis grower as they directly impact the growing space. NAFA is positioned as a leader and should enact recommendations and guidelines for indoor air quality within Cannabis industry. Currently, there are no

other organizations with the expertise of NAFA members poised to assist this progressive and expanding industry.

DRAFT

**COLFAX COUNTY CANNABIS PERMIT
AUTHORIZATION LETTER**

AUTHORIZATION

Dear:

The County hereby provides the Permit to you.

Permit Number:

Term of the Permit

Name of the Business:

Address:

Phone Number:

Date

Authorized Agent from the Colfax County

Indemnification Agreement

To the fullest extent permitted by law, the County of Colfax (County) shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to Colfax County Cannabis Ordinance approving the operation of any commercial cannabis business or cannabis retail business.

In consideration for the submittal of an application for a commercial cannabis business permit application and/or issuance of a cannabis business permit, and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the County and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by County, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of a cannabis business permit, the process used by the County in making its decision the alleged violation of any federal laws by the cannabis business or any of its officers, employees, or agents.

Applicant's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of County or any of its officers, officials, employees, agents or volunteers.

Applicant must, at the time of permit issuance, maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the County.

Applicant shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant shall not be deemed to release or diminish the liability of Applicant, including, without limitation, liability assumed under this Agreement.

The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

County shall be reimbursed for all costs and expenses, including but not limited to legal fees and costs and court costs, which the County may be required to pay as a result of any legal challenge related to the county's approval of the applicant's commercial cannabis business permit. The County may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Application and/or Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the County and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is

fully aware of the legal consequences of signing this document; and (v) is the Applicant or his/her/its authorized signatory.

Applicant Signature

Applicant Signature

ORDINANCE NO.: 2024-02

THE AMENDMENT TO ORDINANCE 2021-03 (AN ORDINANCE ADOPTING THE LEGISLATIVE INTENT, FINDINGS, AND PURPOSE RELATING TO THE REGULATION OF CANNABIS)

WHEREAS, the New Mexico Cannabis Regulation Act (“NMCRA”), NMSA §§ 26-2C-1 to 26-2C-42, allows the establishment and operation of certain cannabis dispensaries in County of Colfax according to a prescribed statutory and regulatory process, and

WHEREAS, the County of Colfax finds that the NMCRA section 26-2C-12 authorizes the County of Colfax to:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) licensed pursuant to the Lynn and Erin Compassionate Use Act, and access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the establishment or microbusiness was licensed.

However, the NMCRA directs the County shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

WHEREAS, County of Colfax seeks to protect public health, safety, and welfare by enacting reasonable regulations on cannabis establishments in unincorporated areas of the County.

WHEREAS, County of Colfax referenced and incorporated the County of Santa Fe's Comprehensive Zoning Plan, and seeks to develop or amend the currently available zoning plan for the County.

WHEREAS, this ordinance is subject to change or amendment as the New Mexico Cannabis Regulation Act ("NMCRA")'s rules and regulations are amended and adopted, and it shall comply with NMCRA and its regulations.

NOW THEREFORE, the County of Colfax adopts the following ordinance for the regulation of cannabis consistent with the NMCRA and its Comprehensive Zoning Plan available, and this ordinance shall be amended should the County of Colfax amend or adopt its own zoning ordinance or comprehensive zoning plan.

Section 1. Purpose

This Ordinance is adopted to protect the health, safety, and welfare of the community. Except as allowed by NMCRA and its pertinent laws or regulations for personal or private use, the County of Colfax enacts reasonable regulations and requires compliance with the NMCRA and its pertinent laws or regulations.

Section 2. Definitions

The below words and phrases, wherever used in this article, shall be construed as defined in the NMCRA or pertinent laws and regulations with their subsequent amendments.

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of

the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. “cannabis consumption area” means an area where cannabis products may be served and consumed;

D. “cannabis courier” means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. “cannabis establishment” means:

- (1) a cannabis testing laboratory;
- (2) a cannabis manufacturer;
- (3) a cannabis producer;
- (4) a cannabis retailer;
- (5) a cannabis research laboratory;
- (6) a vertically integrated cannabis establishment;
- (7) a cannabis producer microbusiness;
- (8) an integrated cannabis microbusiness; or
- (9) Vertically Integrated Cannabis Establishment (VICE)

F. “cannabis extract”:

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. “cannabis flowers” means only the flowers of a cannabis plant;

H. “cannabis manufacturer” means a person that:

- (1) manufactures cannabis products;
- (2) packages cannabis products;
- (3) has cannabis products tested by a cannabis testing laboratory; or
- (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. “cannabis producer” means a person that:

- (1) cultivates cannabis plants;
- (2) has unprocessed cannabis products tested by a cannabis testing laboratory;
- (3) transports unprocessed cannabis products only to other cannabis establishments; or
- (4) sells cannabis products wholesale;

J. “cannabis producer microbusiness” means a cannabis producer at a single licensed premises that possesses no more than two hundred total mature cannabis plants at any one time;

K. “cannabis product” means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. “cannabis research laboratory” means a facility that produces or possesses cannabis products and all parts of the plant genus *Cannabis* for the purpose of studying cannabis cultivation, characteristics or uses;

M. “cannabis retailer” means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. “cannabis server permit” means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. “cannabis server permit education provider” means a person that provides cannabis server education courses and examinations;

P. “cannabis testing laboratory” means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. “cannabis training and education program” means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to prepare students for participation in the cannabis industry;

R. “commercial cannabis activity”:

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. “consumer” means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. “contaminant” means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. “controlling person”:

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. “cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. “department” means the regulation and licensing department;

X. “director” means the director of the division;

Y. “division” means the cannabis control division of the department;

Z. “dry weight basis”, when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus *Cannabis*, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. “facility” means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. “financial consideration” means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. “homegrown” or “homemade” means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. “household” means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. “immature cannabis plant” means a cannabis plant that has no observable flowers or buds;

FF. “industry standards” means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. “integrated cannabis microbusiness” means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. “licensed premises” means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. “local jurisdiction” means a municipality, home rule municipality or county;

JJ. “manufacture” means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. “medical cannabis” means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. “medical cannabis program” means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. “medical cannabis registry” means the system by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. “primary caregiver” means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. “public place” means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. “qualified patient” means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. “reciprocal participant” means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. “retail establishment” means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. “superintendent” means the superintendent of regulation and licensing;

TT. “unprocessed” means unaltered from an original, raw or natural state; and

UU. “vertically integrated cannabis establishment” means a person that is authorized to act as any of the following:

- (1) a cannabis courier;
- (2) a cannabis manufacturer;
- (3) a cannabis producer; and
- (4) a cannabis retailer.

Section 3. Allowable land use zoning

The Board has determined that cannabis establishments and cannabis consumption areas should be allowed in those zoning districts where similar uses are allowed, such similarity determined by the Board in an exercise of legislative discretion based upon, among other factors, off-site impacts, compatibility, and the need for services.

- A. Subject to conditions herein in this Ordinance, in Residential Zoning areas, Private property consumption, and cultivation of up to 12 mature and 12 immature plants; or consumption or cultivation allowed by NMRCRA and New Mexico laws will be allowed.
- B. Cultivation in agricultural areas will be allowed, but if cultivation is for industrial uses, the following conditions should be met:
 - (1) Cannabis cultivation for industrial uses is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of this Article, all measurements for Cannabis Cultivation shall be from the licensed premises as defined by NMCRA.
 - (2) All licensed premises as defined by the NMCRA are prohibited within 300 feet of any school, or child day care facility.
 - (3) Except as specified in Subsection (4) below, all activities in this use must be conducted within the fully enclosed portions of a building unless a Conditional Use Approval is obtained to conduct specific activities outside of the fully enclosed portions of a building.
 - (4) An incidental storage area is allowed outside of the fully enclosed portions of a building, but must be screened from view from each neighboring property line in which a permit is required.
 - (5) An air filtration plan approved by the County Manager which also complies with the Dee Johnson Clean Indoor Air Act.
 - (6) Customer visits and deliveries are prohibited between 12:00 a.m. and 8:00 a.m. for any Cannabis Cultivation Facility.
- C. Cannabis testing laboratories, Cannabis producers, Cannabis retail, Microbusiness, vertically integrated cannabis establishments, Cannabis training

and education shall be treated as the same as Research and Development Services such as scientific, medical and technology.

- D. Cannabis manufacturers or Cannabis-derived products manufacturers shall be treated the same as Food, Textiles and Related Products, and safe and secure extraction shall be the only manufacturing technique allowed. With regard to Cannabis-derived products manufacturing,
- (1) Cannabis-derived products manufacturing is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of the article, all measurements for Cannabis-derived Product Manufacturing shall be from the licensed premises as defined by NMCRA.
 - (2) All licensed premises, as defined by NMCRA, are prohibited within 300 feet of any school, or child day care facility.
 - (3) Except as specified in Subsection (4) below, all activities in this use shall be conducted within the fully enclosed portions of a building unless a Conditional Use Approval is obtained to conduct specific activities outside of the fully enclosed portions of a building.
 - (4) An incidental storage area is allowed outside of the fully enclosed portions of a building but shall be screened from view from each property neighboring line.
 - (5) An air filtration plan approved by the County is required as attached hereto.
 - (6) Customer visits and deliveries are prohibited between 12:00 a.m. and 8 a.m. for any Cannabis-derived Products facility.
- E. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants indoors shall be treated the same as Commercial Greenhouse.
- F. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants outdoors shall be treated the same as Dairy Farms.
- G. A cannabis retailer shall be treated the same as Store or Shop.
- (1) Cannabis retail is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of this article, all measurements for Cannabis Retail shall be from the licensed premises as defined by NMCRA.
 - (2) This use shall not include a storage or display area outside of fully enclosed portions of a building.
 - (3) A licensed premises, as defined by NMCRA, is prohibited within 300 feet of any school or child day care facility.
 - (4) This use shall be conditional within 600 feet of another Cannabis Retail Establishment. Nothing herein prohibits multiple licenses from operating from a single premise.
 - (5) Customer visits and deliveries are prohibited between 12:00 a.m. and 8:00 a.m.

- H. Cannabis couriers fall within Courier and messenger service facilities.
- I. Vertically integrated cannabis establishments and integrated cannabis microbusiness may only be located in a zoning area in which each of the authorized activities proposed for the licensed premises is an allowed use, whether as a permitted use or pursuant to an approved conditional use permit.
- J. Cannabis consumption areas are subject to the following:
 - a. A cannabis consumption area in which consumption is limited to consumption by qualified patients or reciprocal participants may be located inside any cannabis retailer; provided, however, that smoking of cannabis products in such consumption areas is only allowed if the cannabis consumption area occupies a standalone building and/or room sealed from the rest of the building with separate air filtration system, from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16.
 - b. Cannabis consumption areas that allow consumption by consumers shall be treated the same as Bars, taverns and nightclubs. Cannabis consumption areas that are open to consumers are also subject to the following:
 - 1) The smoking of cannabis products is only allowed as defined by the Ordinance and NMCRA;
 - 2) The smoking of cannabis products is only allowed within a licensed cannabis consumption area that occupies a standalone building and/or room sealed from the rest of the building with separate air filtration system, from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16; and
 - 3) Access to cannabis consumption areas open to consumers is restricted to persons twenty-one years of age and order.
- K. Allowable Land Use Zoning
 - a. Cannabis cultivation and production for personal use in quantities and as permitted by the NMCRA, and the Lynn and Erin Compassionate Use Act is allowed anywhere in the County subject to the following; Cannabis cultivation and production for personal use must be conducted inside an enclosed and locked dwelling unit or an appropriate structure. (e.g. a controlled-environment agricultural structure).
 - b. No cannabis establishment, cannabis consumption area, or cannabis courier may be located within 300 feet of a school, or day care center or residence, religious assembly or church, library, cultural center, community center, public park, or government facility in existence at the time a license was sought for the cannabis establishment, cannabis consumption area, or cannabis courier. For purpose of this section, all measurement for the purpose of determining the location of a cannabis establishment, cannabis

consumption area, or cannabis courier in relation to schools or daycare centers shall be shortest direct line measurement between the actual limits of the real property of the school or daycare center and the actual limits of the real property of the proposed cannabis establishment, cannabis consumption area, or cannabis courier.

- c. Cannabis producers that cultivate cannabis plants indoors and cannabis manufactures must use industry standard techniques to minimize odorous matter, toxic or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems.
- d. A cannabis establishment must maintain a minimum separation distance of 300 feet from any residence, library, cultural center, community center, public park, or government facility. The 300 feet separation distance does not apply to a residence on the same lot or parcel as the cannabis establishment. For purpose of this section, distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point of the security fence of the cannabis establishment to the nearest improved area of any park or the nearest point of any structure of the residence, religious assembly or church, library, cultural center, community center, or government facility.
- e. The County Manager and/or Director of Planning and Zoning and/or the County Manager's designee, at their discretion, may reasonably control the density of cannabis establishments consistent with the County's custom and practice, precedent and policies consistent with NMCRA and New Mexico laws.

Section 4. Delivery permit restrictions

The following restrictions shall be placed on cannabis delivery permits: only medical or retail cannabis transporters who qualify under NMCRA definitions and who hold a valid license and a delivery permit issued by the County manager may deliver regulated cannabis to private residences of customers and patients, subject to the provisions the NMCRA and its pertinent regulations and rules.

Section 5. Fees

- A. Planning and Building Cannabis application/inspection Fee \$581.00
- B. Planning and Building preliminary site plan review Fee \$556.00
- C. Planning and Building records management Fee \$100.00
- D. For Cultivation cottage or nursery Planning and Building/inspection Fee \$838.00
- E. Hazardous Materials Inventory Statement Plan Review Fee \$50
- F. Cannabis Transporter Permit Fee \$225
- G. Hazardous Materials and Flammable Liquids Permits – Use, Storage fee \$100
- H. A cannabis waste plan review Fee \$50 (NMEVD)

- I. Compliance requirement Fee with relevant County Ordinance and the International Fire Code (IFC) 2018 edition, chapter 38. (Fees will be assessed if necessary).

Section 6. Renewal annual application fee for all cultivation permit types

- A. Planning and Building cannabis application/inspection Fee \$581.00
- B. Planning and Building records management Fee \$100.00
- C. Planning and Building site inspection (not charged unless required).

Section 7. Renewal annual application fee for all other permit types

- A. Planning and Building cannabis application/inspection Fee \$581.00
 - B. Planning and Building records Management Fee \$100.00
 - C. County issued Business License Fee \$35.00
 - D. Cannabis Transporter Permit Fee \$225
 - E. Any other necessary licenses permitted by the NMCRA Fee \$250.00
- Licensee shall ensure that all licensed premises are in compliance with Construction Industries Licensing Act, and comply with the Occupational Health and Safety Act.

Section 8. Business Registration

Any person engaged in commercial cannabis activities must comply with the County's Business Registration Ordinance.

Section 9. Cannabis Establishment Permit

Subject to Sections 5 through 7 in this ordinance, any person seeking to operate a cannabis establishment in the County shall obtain a cannabis establishment permit under the following conditions:

- A. The permit shall be obtained from the County's Manager or designee.
- B. The application fee cost for the initial permit and the annual renewal fee shall be established by the Colfax County Commissioners. The annual renewal date shall be the anniversary date of when the permit was first obtained.
- C. The County Manager shall require the following information from the applicant:
 - (1) The name, address, and business organization of the applicant and location the applicant intends to transact business, as well as the specific business to be transacted.
 - (2) If the applicant is an individual, the residence address of the applicant as well as the applicant's birthdate and social security number.
 - (3) If the applicant is a partnership, the names, residence addresses, birthdates, and social security numbers of all partners.
 - (4) If the applicant is a Limited Liability Company, the state of organization, address of the resident agent in New Mexico sufficient for service of process, the name of the managing member

together with residence address, birthdate, and the name, residence address, birthdate and social security number of each member of the company.

(5) If the applicant is a corporation, the state of incorporation, the name and address of the registered agent in New Mexico sufficient for service of process, the name, residence, birthdate of each officer or director of the corporation.

(6) Prior to the issuance of a permit, any Limited Liability company or corporation shall provide a certificate of good standing.

(7) The applicant shall provide Federal and State tax identification numbers.

(8) The applicant shall provide proof of compliance with the County's ordinance including the Business Registration Ordinance.

D. Prior to issuance of a permit, the Code enforcement Officer or County Manager shall confirm compliance with distancing requirements as provided in this Ordinance (Location).

E. Prior to issuance of a permit, the cannabis establishment must also pass the County's Building Code inspection.

F. Prior to any issuance or annual renewal of a permit, the cannabis establishment shall be inspected by the County's Fire Marshall. The cannabis establishment shall comply with Chapter 38 (as it may be amended from time to time) of the National Fire Protection Association (NFPA) 1 Fire Code and pertinent County's Fire Protection Ordinance. Cannabis manufacturers, cannabis research laboratories, and cannabis testing laboratories shall receive semiannual inspections. All other cannabis establishments shall receive an annual inspection, at the discretion of the County's Fire Marshall.

G. A temporary permit may be issued for state licensing purposes pending completion of the fire and building inspections upon satisfactory evidence that all other conditions have been met for a permit. A final permit shall be issued upon completion of the fire and building inspections as attached hereto.

H. No permit shall be issued to a mobile, temporary or portable building.

I. No permit shall be issued to a drive-through cannabis establishment.

J. Failure to meet the conditions above will result in non-issuance of a permit.

K. If denial of an application for a new permit or renewal permit is deemed necessary by the County Manager, written notice of the decision shall be provided to the applicant.

L. Any person or entity denied a permit may, within ten (10) days of the receipt of notice of the denial, file an appeal with the Colfax County Commissioners. The Notice of Appeal shall be delivered to the County Manager and a hearing shall be scheduled within thirty (30) days of receipt of the Notice. The appeal shall be de novo and the burden of proof shall be on the applicant to establish entitlement to a permit. The Colfax County Commissioners shall make written

findings of fact and conclusions of law supporting its decision. Any further appeal shall be to the District Court, in accordance with NMSA 1978, Section 39-3-1.1 and Rule 1-074 NMRA.

M. Any person or entity denied a permit may apply to the Colfax County Commissioners for a variance from any portion of this Ordinance caused by unusual conditions not caused by the actions of the Applicant. In granting variances, the Commissioners may require such conditions as will substantially secure the objectives of this Ordinance and not adversely affect the health, safety, and general welfare of the public, if otherwise consistent with the general purpose and intent of this Ordinance and if not injurious or detrimental to the surrounding area. Each request for a variance shall be submitted in writing. Each request shall be considered at the same time as the application for the permit. The Commissioners shall make separate written findings of fact and conclusions of law on each requested variance. The decision and order shall be prepared, signed, and filed within a reasonable time following the public meeting at which the variance is considered.

N. Operation of a cannabis establishment without a permit is a violation of this Ordinance.

Section 10. Liability and Indemnification

A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this chapter shall not become a personal liability of any public officer or employee of the County.

B. To the maximum extent permitted by law, the permittees under this section shall defend (with counsel acceptable to the county), indemnify and hold harmless the Colfax County, its Commissioners, and its respective officials, County Manager, officers, employees, representatives, agents and volunteers (hereafter collectively called County) from any liability damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, county attorney or staff time, expenses or costs (collectively called "action") against the County to attack, set aside, void or annul, any cannabis-related approvals and actions and comply with the conditions under which such permit is granted, if any. The County may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the County for its reasonable legal costs and attorneys' fees.

C. Within ten (10) calendar days of the service of the pleadings upon the county of any action as specified in Subsection B., above, the permittee shall execute a letter of agreement with the county, acceptable to the County Manager's office, which memorializes the above obligations. These obligations and the letter of agreement shall survive termination, extinguishment, or invalidation of the cannabis-related approval. Failure to timely execute the letter of agreement does not relieve the applicant of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the County.

D. To the fullest extent permitted by law, the County shall not assume any liability whatsoever, with respect to approving any operational permit pursuant to this ordinance, or the operation of any retailer or retail cannabis establishment approved pursuant to this section.

E. Within ten (10) calendar days from the issuance of any types of permits from the County, the permittees shall execute the indemnification agreement attached hereto as a specific pre-condition to obtain the permit from the County. If a permittee refuses to execute the indemnification agreement, it will result in non-issuance of a permit or revocation of the permit issued, and the permittee shall not have any rights to appeal this decision to the Colfax County Commission.

Section 11. Cannabis Consumption Prohibited on Public Property

- A. Public property means any property owned or occupied by the County.
- B. The use, sale, cultivation, manufacture, production, storage or distribution of Cannabis or Cannabis products is prohibited on public property.
- C. No person shall smoke cannabis products in a public place, except in a cannabis consumption area, or on any County public property.
- D. No person shall smoke cannabis products in any place where the smoke is detectable from a public place or on public property

Section 12. Existing Medical Cannabis Establishments

Any medical cannabis establishment existing as of the date of the passage of this Ordinance shall not be required to comply with the location requirements in this Ordinance. However, the owners of such businesses shall, within 90 days of the effective date of this Ordinance, submit an application for a permit.

Section 13. Enforcement

- A. County Code Compliance Officer/County Manager, County Sheriff or its designee or the County's Fire Marshall or designee may issue citations for violation of this Ordinance. With the exception in this Ordinance, which is punishable by State law, any violation of this Ordinance may be enforced in any court of competent jurisdiction.
- B. The maximum penalty per violation shall be \$300. Each day during the time in which a violation occurs shall be deemed a separate violation. Nothing herein shall prevent County from seeking injunctive relief, if appropriate.
- C. Any person found guilty of violating any provision of this ordinance shall be found guilty of a misdemeanor and fined not more than three hundred dollars (\$300.00) or imprisoned for a period of not more than ninety (90) days, or both fine and imprisonment.
- D. Violations of this ordinance in addition to any other violation mandated under other pertinent County Ordinances or Code shall not limit any other allowed penalties. Any abatement procedures which may be taken by the County for any violation of this article shall be considered as a violation of County Ordinance. The Civil judgment or criminal conviction under this Ordinance or CRA shall not relieve such individuals or entities from their responsibility of correcting unlawful conditions, or removing unlawful structures or improvements under this Ordinance, and the County shall retain its authority to order any corrective actions related thereto.

E. The remedies provided in this Ordinance shall be cumulative and in addition to any federal, state, or local remedy, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable laws except as otherwise punishable by State law.

Section 14. Personal Production of Cannabis; Penalties

Subject to NMSA § 26-2C-27 and its subsequent changes:

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars (\$50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth-degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars (\$50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth-degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

E. Indoor or outdoor cultivation of live cannabis plants is permitted within a single private residence, upon the grounds of a private residence, or inside an accessory structure located on the grounds of a private residence, to the extent such cultivation is authorized by NMSA 1978, § 26-2C-27 and is in strict compliance with the following requirements:

(1) Possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products, or transporting not more than six mature cannabis plants and six immature cannabis plants per

person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits and shall be stored in such a manner not to be visible from public view.

(2) Cannabis cultivation is permitted within a private residence and shall not be visible from the exterior of that residence. In addition, cannabis cultivation is permitted within a fully enclosed accessory structure within the rear or side yard of a private residence such as a greenhouse, shed, or similar. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(3) Open-air cannabis cultivation is permitted within the rear or side yard of a private residence, provided there is a minimum of a ten-foot setback. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(4) Obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide, or solvents is not permitted.

(5) Cannabis cultivation, including, but not limited to, any lighting, plumbing, building, or electrical components used for cultivation, must comply with current requirements in the Colfax County Ordinance as it currently exists or is amended from time to time.

(6) The dwelling unit shall remain at all times a residence.

(7) With legal and functioning cooking, sleeping, and sanitation facilities with proper ingress and egress. These rooms may not be used for cannabis cultivation where cultivation will prevent their primary use for cooking meals, sleeping, and bathing. Chemicals used for cannabis cultivation shall not be stored inside habitable areas of the residence or within public view from neighboring properties or public right-of-way.

(8) Consumption of cannabis, whether smoking, vaporizing, or ingesting, is permitted within or upon the grounds of a private residence pursuant to the Dee Johnson Clean Indoor Air Act.

(9) Cultivation of cannabis shall not violate any other provisions of the Colfax County Ordinance.

Section 15. Emergency Clause and Effective Date

Because of the urgent need for regulation pursuant to this Ordinance, the Colfax County Commissioners declare that it is necessary for the public peace, health and safety that this Ordinance takes effect immediately after passage when it is recorded in the book kept by the Board for that purpose and authenticated by the signature of the County Clerk. In the event a court of competent jurisdiction finds that the passage of this Ordinance did not constitute an emergency,

then the effective date of this Ordinance shall be 30 days after this Ordinance is recorded with the County Clerk.

Section 16. Providing for Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof

Section 17. Applicability of other laws. All cannabis uses are subject to all other applicable sections of the County's ordinances and its policies.

Section 18. Due to the nature of the NMRCA's continuing development of rules and regulations, the County Manager or his or her designee may implement all necessary and proper measures to comply with the NMCRA and its regulations including but not limited to fee adjustments.

PASSED, ADOPTED AND APPROVED this ____ day of ____, 2024.

**BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO**

By _____
Si Trujillo, Chairman

Mary Lou Kern, Vice Chair

Bret Wier, Member

ATTEST:

County Clerk, Rayetta Trujillo

County Manager, Monte Gore

DRAFT

<https://www.nafahq.org/cannabis-facilities-air-filtration-uv-c-air-disinfection-and-odor-removal/>

Cannabis facilities: air filtration, UV-C air disinfection and odor removal By Keith Jordan, Sanuvox Technologies, Inc.

Cannabis legalization has been a passionate topic over the last few years and is engulfing many countries and states. In the beginning of the legalization movement, many Cannabis growers were only concerned with a few items such as plant nutrients, pH water balance or the type of halogen grow lights recommended. Very little, if any, thought was imparted to indoor air quality. Slowly, over the last 5 years, Cannabis growers are realizing that Indoor air quality provides as much value as any other technique in the growing process. Growers understand there are a large number of contaminants that can damage and wipe out an entire crop, thus learning about proper indoor air quality is quickly gaining prominence.

Cannabis growers operate in three methods - outdoor grow similar to a farm, greenhouse similar to vegetables, and fully enclosed warehouse with Heating, Ventilation, and Air Conditioning system (HVAC). Outdoor growers harvest once a year, greenhouse growers harvest roughly 4 times a year and warehouse growers harvest 6-8 times a year. The top of the line, best quality and quickest harvests occur with a warehouse grower. NAFA members can engage the role of educating the grower on the best and most efficient method of removing particulates, disinfecting molds, fungus, bacteria, and mitigating pungent cannabis odors.

Filtration

The warehouse grower has anywhere from 100 to 10,000 plants inside a large room or multiple rooms which are full of dirt pots, 1000 watt growing lamps creating a massive heat load, circular fans on the walls stirring up dust, and high numbers of air changes per hour through the HVAC system. Operating indoors with the above opposing systems can rapidly increase the particulate load to that of dust storm. These opposing forces will continually increase the level of particulates as well as circulate those particulates around the room, through the HVAC system spreading contamination and dust virtually on every surface of the room. The current level of filtration for the majority of warehouse growers consists of a 1" MERV 8 pleated filter. Several reasons for this stem from utilizing 5 ton HVAC systems, choosing the cheapest filters, or a recommendation from an HVAC contractor.

The warehouse grower that has retrofitted a warehouse typically has multiple 5 ton AHU per room. The new facility built from the ground up typically has 15 to 25 ton AHU. Most growers are so concerned with overcoming the heat load of their grow lights and reducing humidification levels, that they are hesitant to increase filtration because of pressure drop. The HVAC contractor sizes the system to provide the grower with anywhere from 10 to 18 air changes per hour and does not educate the grower on the vast array of filtration efficiencies or sizes, thus why 1" MERV 8 pleats are the most common with Cannabis growers currently. This is a perfect situation where NAFA members can be of crucial benefit to growers in educating them that a higher efficiency filter will not necessarily affect the heating/cooling loads when sized properly and can lower life cycle costs of the filter as well as the AHU.

Powdery Mildew and Botrytis UV-C air disinfection

The warehouse Cannabis grower is especially susceptible to the infection of Powdery Mildew and Botrytis which infiltrate the facility and continually infect the Cannabis buds causing a stunting of growth, distortion of quality, a reduction of terpenes and degraded product that must be discarded or used for oil extraction.

Commercial UV-C Air disinfection systems are being utilized with success in preventing the outbreak and spread of Powdery Mildew and Botrytis as well as assisting in the grower consistently passing the state mold CFU tests required at each harvest. The UV-C system is sized based on cubic feet per minute (CFM) of the HVAC system, return or supply duct dimensions, cubic feet of the room to be disinfected and the number of air changes achieved on an hourly basis. An effective UV-C system should be designed to achieve an average of 95% hourly disinfection of Powdery Mildew utilizing a recirculation rate of 8 air changes per hour. This ensures that all the air in the room will be processed through the UV-C air disinfection system multiple times.

Currently, the most efficient and economical approach is to utilize the HVAC system as a point of disinfection. As mentioned above, most growers are attaining on average 10-18 air changes per hour. By installing a commercial UV-C Air Disinfection system in the return or supply HVAC ductwork the air can be disinfected at a high level due to the high air exchange rate.

Stand alone or portable UV-C systems can be utilized if they are sized to achieve 8 or more air changes per hour with high intensity UV-C air disinfection lamps. UV-C air disinfection is a complimentary system to filtration necessary to provide a synergistic punch to quickly reduce mold, bacteria and virus contaminants within the warehouse grower.

Odor removal

The growing of Cannabis produces a pungent and dense odor. Many think of a skunk when they smell the Cannabis odors. Inside the growing facility, the odor is accepted and anticipated.

However, outside near neighborhoods and offices, many find the odor to be offensive and bothersome. In fact, many cities are issuing regulations regarding odor control and enacting fines when odors are smelled and reported outside of the facility. This poses another costly issue for the warehouse grower when maintaining negative pressure. Depending on the regulations, growers choose between a closed loop/non-exhaust system or a negative pressure system, very few if any have positive pressure set ups. The main reason is to keep CO₂ and odors inside the facility. Though, for the grower who actively exhausts indoor air, odor removal is mandatory, cumbersome and difficult.

Currently, can or tube carbon filters are most commonly used for the mitigation of the Cannabis odors. The majority of these filters are purchased through Cannabis growing supply stores (similar to garden stores). Due to the potency of the odor, removal of this odor requires a constant supply of can/tube filters or a commercial carbon filter set up. The commercial set up contains bulk fill carbon housings on the exhaust air which greatly increase the elimination of the cannabis odors being exhausted.

Lastly, it is important to understand these odor regulations are not consistent from state to state nor are always very clear. It is important when working with these facilities that you understand the regulations that have been imposed on this market.

Summary

As Cannabis legalization continues to progress throughout the world, it is extremely beneficial to NAFA members to reach out and educate Cannabis growers on proper indoor air quality.

Filtration, UV-C air disinfection, and odor mitigation will always be important topics for the Cannabis grower as they directly impact the growing space. NAFA is positioned as a leader and should enact recommendations and guidelines for indoor air quality within Cannabis industry. Currently, there are no

other organizations with the expertise of NAFA members poised to assist this progressive and expanding industry.

DRAFT

**COLFAX COUNTY CANNABIS PERMIT
AUTHORIZATION LETTER**

AUTHORIZATION

Dear:

The County hereby provides the Permit to you.

Permit Number:

Term of the Permit

Name of the Business:

Address:

Phone Number:

Date

Authorized Agent from the Colfax County

Indemnification Agreement

To the fullest extent permitted by law, the County of Colfax (County) shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to Colfax County Cannabis Ordinance approving the operation of any commercial cannabis business or cannabis retail business.

In consideration for the submittal of an application for a commercial cannabis business permit application and/or issuance of a cannabis business permit, and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the County and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by County, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of a cannabis business permit, the process used by the County in making its decision the alleged violation of any federal laws by the cannabis business or any of its officers, employees, or agents.

Applicant's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of County or any of its officers, officials, employees, agents or volunteers.

Applicant must, at the time of permit issuance, maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the County.

Applicant shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant shall not be deemed to release or diminish the liability of Applicant, including, without limitation, liability assumed under this Agreement.

The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

County shall be reimbursed for all costs and expenses, including but not limited to legal fees and costs and court costs, which the County may be required to pay as a result of any legal challenge related to the county's approval of the applicant's commercial cannabis business permit. The County may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Application and/or Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the County and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is

fully aware of the legal consequences of signing this document; and (v) is the Applicant or his/her/its authorized signatory.

Applicant Signature

Applicant Signature

TRANSPORT POST ORDER

I. Transport officer reports directly to the Shift Supervisor. (This policy refers to one man and two-man transports)

II. POST ORDER PROCEDURE FOR TRANSPORT.

- A) Each transport officer must be familiar with all current policies and procedures and post orders. A copy of these orders will be maintained in the Warden's and Lieutenants' Offices.
- B) Transport vehicles will be searched by the transport officer prior to transport and after transport. The searches will be documented.
- C) Prior to departing the facility, the Transport Officer (s) shall notify Dispatch ~~/~~ Master Control and provide an out count to Master Control.
- ~~D)~~ No detainee will be transported without an escape flyer (rap sheet) given to the transport officer. All detainees will be placed in appropriate restraints (i.e., waist restraints, shackles.) Pregnant females who are in there third trimester will only be restrained in front with handcuffs and no shackles. No restraints of any kind shall be used on a detainee who is in labor, delivering her baby or recuperating from delivery unless there are compelling grounds to believe that the detainee presents an immediate and serious threat of harm to herself, staff or others, a flight risk and cannot be reasonably contained by other means. If the detainee who is in labor or who is delivering her baby is restrained, only the least restrictive restraints necessary to ensure safety and security can be used.
- ~~D)~~E) Accommodations will be made in the event a detainee is mentally ill, sick injured, handicapped, a restrictive housing detainee or has a communicable disease.
- ~~E)~~F) All transport officers shall possess a valid New Mexico driver's license and have completed Defensive Driving course.
- ~~F)~~G) Transport officers will not leave any detainee unattended. This includes medical transports to the hospital or dentist office. The transport officer will not leave the detainee unless is properly relieved.
- ~~G)~~H) Detainees must be under constant supervision while on transport. Officers will not engage in non-work-related activity or conversations and will observe the detainee in a professional manner.

H)I) Vehicle keys will not be given to the detainees under any circumstances. In case of an escape attempt, medical emergency, or vehicle failure, the transport officer will call the facility and then call local law enforcement officials for assistance.

I)J) Transport officers will vary their routes to locations when they are transporting detainees.

J)K) No information will be divulged to the detainee or family members in reference to a time and date when a detainee is being transported, except as required by court orders.

K)L) Detainees will be placed in seats and have seatbelts used. No male detainee is to be seated next to a female detainee.

L)M) Female officers will transport female detainees and male officers will transport male detainees. In the event that there are both genders being transported, one of each gender of officers will be transporting. In the event of shortage of staff, a male or female officer may escort the other gender. However, the time logged to the destination and return will be logged in Master Control.

M)N) In case of serious illness during transport, the transport officer will go to the nearest medical center after notifying the facility, medical center and local law enforcement of their intent and arrival at the medical center.

N)O) Lawful release of detainees from custody of the Detention Center shall take place at the Vigil Maldonado Detention Center, upon return from transport.

III. POST ORDER TRANSPORT PROCEDURE FOR MEDICAL TRANSPORT.

A) All medical appointments will be made in advance and receive final approval from the Lieutenant or Warden.

B) The Vigil Maldonado Detention Center medical officer can recommend level of restraint to be used on transport. However final level of restraint used is the transport officer's decision and must be approved by the Lieutenant or Warden.

C) If a lesser degree of restraint is used, the transport officer will take along the proper restraints to be used in case of emergency.

D) Removal of restraint by request of medical personnel is strictly the transport officer's decision. Proper judgement will be used in this matter and referral to chain of command will be used for final approval.

E) Notification to detainees about future outside transport is strictly prohibited.

- F) Transporting officer will escort detainee(s) at all times.
- G) If detainee is allowed a restroom visit, transport officer will search the restroom for contraband prior to detainee entry; officer will remain in the room with the detainee at all times.

Laurie Bunker

713 S 3rd St
Raton NM 87740
(505) 398-6125
lauriebunker@gmail.com

16 May 2022

Amanda Segura

E-911 Coordinator/Zoning
Administrator/Lodger's Tax Clerk
asegura@co.colfax.nm.us

Dear Ms Segura and County Commissioners,

I am writing this letter as indication of my interest in a position on the Colfax County Lodger's Tax Advisory Board.

I feel that I am well qualified for this role. I served three years on the Raton LTAB, two of those as the chair. I have been the owner of a motel in Raton, I'm the founder and board member of a non-profit in Raton, and I am a business owner who is very active in the community and surrounding areas.

My real estate business, which is brokered by eXp Realty, serves all of Colfax County. I maintain my office at the former armory where Blu Dragonfly Brewing and DeadEye Distillery are located. I'm also a partner in DeadEye Distillery.

Understanding the unique purpose of lodger's tax, as well as the concerns and needs of the lodgers who are responsible for collecting this tax, and of non-profit and for-profit businesses, is paramount when serving on a board that helps to determine how these monies are distributed.

Thank you for your consideration!

Sincerely,
Laurie Bunker

Tina Colangelo
Executive Assistant/Lodger's Tax Clerk
PO Box 1498
Raton NM 87740

1/23/2024

Ms. Colangelo,

Per our email discussion, I am writing this letter of intent to be considered as an at-large member on the Colfax Country Lodger's Tax Advisory Board. With approval, I am eager to lend my time, knowledge and experience to the board.

I have been a resident of Raton since November of 2020 and during that time my wife and I have owned the Raton Pass Motor Inn, which is one of the top-rated lodging establishments in Raton. I was also president of my condo association in Dallas for 15 years, so I have familiarity with volunteer board positions.

I look forward to being of service to the board and to Colfax county.

If you have any questions in the meantime, please do not hesitate to contact me.

Sincerely,



Michael Brown
Owner, Raton Pass Motor Inn
308 Canyon Drive
PO Box 68
Raton, NM 87740
ratonpassmotorinn@gmail.com