

## NORTH MESA HORSE STABLE RULES AND REGULATIONS

**Effective March 5, 2023**

**PURPOSE** The purpose of these Rules and Regulations is to provide uniform guidelines for the development and utilization of the licensed Stable Area Lots (“Lots”) on North Mesa.

**SCOPE** These Rules and Regulations apply to individuals who have a License Agreement with Los Alamos County for the use of Lots.

### I. USE OF LOT(s)

- A. Lots shall be occupied by privately-owned or County-owned improvements.
- B. Use of the Lot(s) is for the principal purpose of stabling equines. **Permitted equines** include horses, ponies, mules, hinnies, miniatures, and donkeys of any sex.
- C. At least one (1) of the equine animal units listed in Section I (B.) above must be owned or legally assigned to the Licensee, as noted in NM Annotated Statutes 1978 Chapter 77, Animals and Livestock, and Licensee shall be actively and fiscally responsible for all care and wellbeing of the said equine(s) on Licensee’s Lot(s). This provision shall not be construed or interpreted to conflict with the prohibition on assignment, subletting, or transfer provision provided in Section VI(K) herein. Equine must be kept on the lot for at least six (6) months of the calendar year during the term of the license, except as provided herein. Failure of the Licensee to maintain an equine upon the Lot for six (6) months may result in the termination of the License Agreement. The Licensee should notify the Parks Superintendent, in writing, of any extenuating circumstances. Each case will be considered of its own merits. The Parks Superintendent will respond in writing to the request.
- D. In addition to the mandatory equine rule defined above, the following animals are also permitted, as limited in the equivalency chart below:
  - i. Goats (except unaltered male goats), sheep, cattle (including roping stock), llamas, alpacas, and swine.
  - ii. Fowl and rabbits.
- E. Not more than three (3) animal units, as defined by the equivalency chart below, shall be kept on a Lot that is less than 7000 sq f.t. Not more than six (6) animal units, as defined by the equivalency chart below, shall be kept on any Lot greater than 7000 sq ft.

#### **Equivalency Chart**

This chart does not in any way eliminate the requirement for a mandatory equine on the Lot.



## II. BUILDINGS, STRUCTURES, ALTERATIONS, ADDITIONS, IMPROVEMENTS, DEMOLITION, MAINTENANCE, AND REPAIR

- A. Boundaries are determined by measurements taken from and established by Los Alamos County. Licensees shall maintain at least a two (2) foot setback from the road-facing Lot line boundary for each fence (see Appendix A: Monumentation Map, for dimensions).
- B. Licensees that had existing fences outside of the road-facing setbacks required in Section II(A) and were in place before December 31, 2021, and in compliance with the then-current Rules, are permitted to remain until they are moved, removed, or altered in any way beyond simple repair without changing existing fencing materials, location, or dimensions. Should the fence be moved or altered in any way, it shall thereafter be made to conform to the setback requirements in Section II (A) herein. Each Lot shall keep a two-foot buffer between Lot lines unless licensed to the same person. The four-foot buffer is designed for animal safety and shall be maintained by the Licensees of said Lots. This is not an easement or public right of way and is part of the Licensee's Lot.
- C. Licensees shall be responsible for maintaining the public way, right-of-way, and setbacks abutting or adjoining their Lot. Licensees shall keep the public way, right-of-way, and setbacks abutting or adjoining their Lot clear and free from any public nuisance, as defined in Los Alamos County Code of Ordinance: Section 18-35. Licensees shall ensure County roads between Lots are always accessible.
- D. Licensees shall be responsible for keeping and maintaining the Lots, all buildings, improvements, and fences thereon in a clean and safe condition and good repair according to applicable Los Alamos County Codes and Ordinances and County rules and policies.
- E. If two individual contiguous Lots are licensed by the same Licensee, the boundary between those two Lots may be disregarded for purposes of fencing, fencing setbacks, and construction of new structures and improvements.
- F. All required signage will be placed in a location on the premises visible from all sides of the road. If the Lot faces more than one roadway, signage must be displayed from each side. Signage must have a minimum font size of 2 inches, with 4 inches for the Lot number itself. Licensees are responsible to affix a sign on each Lot containing the following information:
  - i. Lot number
  - ii. current Licensee's contact information
  - iii. any emergency contact information
- G. Licensees shall provide adequate confinement of animals on the premises. Fences shall be substantially built of sufficient strength, height, and construction to confine the animals occupying the Lots; any Lot upon which stallions are corralled is required to install and maintain six (6) foot-high fencing and must be posted with signage alerting the public to the type of animal within.

- H. Licensees shall assure all electrical and building permits are secured through the County. Additionally, Licensees shall assure all underground utilities are surveyed and identified before digging or excavating. Call 811 – call before you dig/required utility locates.

### **III. SANITATION, AND TREATMENT OF ANIMALS**

- A. Licensees shall provide reasonable humane treatment for all animals. Animals shall be provided adequate access to water, shelter, food, and care required to maintain good health and welfare of the animals.
- B. Licensees shall be responsible for removing all manure from the premises and placed in bins as often as necessary to prevent, insofar as practical, the breeding and harboring of flies and migration to downstream Lots.
- C. Licensees shall be responsible for maintaining the surface of corrals to prevent the accumulation of storm or casual waters and to minimize drainage onto downslope Lots.
- D. Licensees shall be responsible for draining, covering, and/or turning over buckets, tanks, and other vessels (except watering troughs) which could accumulate rainwater.
- E. Licensees shall be responsible for the removal of any dead animal on the Lot within 72 hours.

### **IV. SERVICES PROVIDED BY LOS ALAMOS COUNTY**

- A. The Community Services Department provides the administration of the North Mesa Stables.
- B. The Parks Division will furnish adequate water as needed to the individual Lots for the maintenance and welfare of the livestock.
- C. The Parks Division will provide refuse bins twice per year for two (2) week periods for Lot cleanup. Outside of these timeframes, Licensees are responsible for removing any refuse or landscaping waste for the stable boundaries in accordance with Los Alamos County Ordinance Chapter 32: Solid Waste Management.
- D. The Parks Division will provide monthly manure and bedding removal from County-owned manure bins or as otherwise determined by County that additional removals are necessary.
- E. The County Public Works Department will maintain the roads within the stables area in a reasonable, usable condition, usual and customary for the design class of the roads.
- F. The County Department of Public Utilities will provide adequate electricity for existing streetlights, and at the Licensee's expense for existing and future connections to individual Lots.

- G. Any request for County improvements or services must be made to the Parks Division. Requests will be taken under advisement and are not guaranteed to be implemented.
- H. Parks Division will schedule and invite Licensees to no less than four (4) meeting annually to discuss operational and maintenance concerns about the stable facilities.

**V. SALE OF PRIVATE IMPROVEMENTS AND CHANGE OF LOT LICENSEE**

- A. A current Licensee may sell the private improvements on a Lot to a purchaser who is qualified for a license(s).
- B. The County is granted the first right of refusal to purchase all improvement(s) for sale or transfer by Licensee(s) before such Lot is offered to a private individual or other potential Licensee on the prospective buyer's list. If the County chooses to purchase, the purchase price of the improvements shall be based on an appraisal of the fair market value of the improvements at the time of conveyance through an appraisal paid for by the County. The appraiser and the appraisal instructions must be approved by the County. All appraisers must possess a Certified General Appraiser Certification issued by the New Mexico Board of Real Estate Appraisers and membership in good standing in one of the following nationally recognized appraisal societies: American Institute of Appraisers; Members Appraisal Institute; Society of Real Estate Appraisers; Senior Real Property Appraisers; National Association of Independent Fee Appraisers; Independent Fee Appraiser Senior; National Society of Real Estate Appraisers; or a Certified Real Estate Appraiser. If, upon a good faith effort, a qualified appraiser is not available or cannot provide an appraisal of the improvements, the Licensee agrees that the improvements will then be offered to the County at the County Assessor's then current appraised value.
- C. All persons wishing to obtain a stable Lot license may contact the Los Alamos County Parks Division at (505) 662-8159 to submit their contact information. All interested parties will be notified via email of those stable improvements which are for sale. This list does not prioritize any prospective Licensees.
- D. Licensees may exhibit their efforts to sell improvements through an advertisement circulated within the county or a sign at least 11" x 17" prominently posted on the Lot announcing that the improvements are for sale and giving contact information for the seller. During the time improvements are offered for sale, Licensee must comply with all rules and regulations of the stables.
- E. Eligibility to obtain a license will be verified by the Parks Division.
- F. A copy of the Stable Rules and Regulations will be available to prospective Licensees for review.
- G. Sale of private property and improvements upon the Lot will be private transactions, in which the County will play no role once the County's first right of refusal is declined.

H. Sale of improvements and change of licenses of two Lots will be allowed in one transaction if so desired by seller and buyer.

I. The County, for purposes of public information, may elect to disseminate information concerning improvements available for sale.

J. Licensees selling private improvements, and buyers purchasing private improvements, shall within ten (10) days of executing a sales agreement have the following responsibilities:

**Licensee(s) – Seller**

- i. Before allowing a purchaser to occupy a Lot, the seller must complete a Stable License Agreement Notice of Intent to Vacate Stable Lot – Request for Inspection of Premises. County staff will inspect the Lot and provide the seller with a list of any deficiencies on the Lot or its improvements which must be resolved before the purchaser takes possession of the Lot unless a separate agreement for needed corrections is reached between the seller and the purchaser and approved by County staff.
- ii. The Current Licensee(s) must obtain a statement of taxes due from the Assessor’s office and make payment of taxes due to Los Alamos County.
- iii. When terms are reached, the current Licensee(s) and the new Licensee(s) agree on a date and time to meet with Park’s staff, unless other arrangements are made to complete the license change. The current Licensee(s) will provide a copy of the Tax Release document to the Parks Division and sign the Notice to Assessor-Change of Stable Lot License form.

**New Licensee(s)**

- i. New Licensee(s) shall sign the *Notice to Assessor – Change of Stable Lot Licensee* form.
- ii. New Licensee(s) must fill out and sign a *License Agreement* and provide proof of residence in Los Alamos County. See Section VI (E.) for a list of acceptable documents.
- iii. New Licensee(s) shall pay upfront any unpaid License Fees for the term of the existing License Agreement.
- iv. Before any person may make or alter improvements to a Lot, or move any animal onto a Lot, the person must have a current License Agreement in effect and have paid the appropriate License Fee.

**Parks Division Office**

- i. The Community Services Department Director or designee will approve the new License Agreement upon satisfaction of the conditions within these rules and regulations for the transfer of a license.
- ii. The Parks Division will provide a packet of material to the new Licensee including the Stable Rules and Regulations.

- iii. License Agreement will be forwarded for review, and approval signatures, to the Los Alamos County Attorney and County Manager.
- iv. The completed and signed *Notice to Assessor – Change of Stable Lot Licensee* form will be sent to Assessor’s office for signature, and recording, along with a copy of the new License Agreement.
- v. One copy of the final signed License Agreement will be sent to the Licensee(s). The County will retain the original.

## **VI. TERMS OF LICENSE**

- A. Licensee(s) may enter into a License Agreement for a twelve (12) month period from July 1 to June 30. Rate adjustments are determined by the CSD Department in agreement with the County Manager, reviewed by the Parks and Recreation Advisory Board, and approved by the County Council. Licensee(s) will receive a minimum of thirty (30) day notice of any proposed rate changes prior to the Parks and Recreation Board public meeting.
- B. Only Los Alamos County residents may obtain a license.
- C. No single household will be assigned a license to more than two (2) Lots of any size. (“Household” includes the following: husband, wife, domestic partners, father, mother, and children living together at the same residence).
- D. No company, corporation, or Estate (except as outlined in Section VI (G)), will be assigned a stable Lot license.
- E. In the case of prospective Licensee(s) moving to Los Alamos, the County may allow a conditional license to be granted before residency is established. Residency may be proven through a driver’s license showing a current local address, a local utility bill in the prospective Licensee’s name, or an executed lease agreement for a residence within the County. Should the new Licensee(s) fail to provide proof of residency within three (3) months, the conditional license may be terminated.
- F. Should a Licensee(s) move out of Los Alamos County and become ineligible to hold a license, they may be granted up to a six (6) month waiver of the residency requirement to sell the improvements.
- G. The Community Services Director or designee may grant permission for current Licensee(s) wanting to purchase different improvements, to do so. The Licensee(s) may be allowed to temporarily hold up to but no more than 4 licenses for up to six (6) months.
  - i. Once the Licensee(s) takes possession of the new improvements, the Licensee(s) must immediately vacate the former improvements and put the former improvements up for sale.
  - ii. The Licensee(s) are responsible for the maintenance and all fees on all Lots until sold.
  - iii. The Licensee(s) shall not make any use of the vacated Lot(s) or improvements up for sale, and the improvements must be sold within six (6) months.

- H. The Community Services Director or designee may allow a temporary change of Licensee(s) to the "Estate of" a deceased Licensee(s). The Executor for the estate must notify the County within sixty (60) days of the requested change in Licensee. The Estate will be given until the end of the license term to make other provisions to transfer ownership unless alternate arrangements are made with the County to either sell the improvements and/or remove any animals residing on the Lot. The Estate must designate a local contact able to respond for maintenance and emergency purposes.
- I. Licensee fee payments are due July 1<sup>st</sup>. On August 1, a 20% late fee will be assessed, and a thirty (30) day delinquency notice will be sent to the Licensee. Upon forty-five (45) days of delinquency the Lot will be considered abandoned, and the license will be terminated. A Lot is considered abandoned when one of the following occurs, whichever comes first:
- i. Payment has not been received within forty-five (45) days after July 1<sup>st</sup>.
  - ii. The Lot is in noncompliance for sixty (60) days or more.
  - iii. an equine has not been on the Lot for six (6) months.
  - iv. Licensee becomes ineligible to maintain or apply for a license.

At that time, or after an appeal decision upholds the license termination, the license will be considered terminated. The Licensee will have thirty (30) days to remove any property from the Lot.

- J. Licensee covenants and agrees that upon expiration of the License or earlier termination requested by Licensee, Licensee shall leave the Lot in good condition, reasonable wear and tear excepted, and County shall have the right to take possession of the Premises. County shall not be required to give the Licensee notice to leave at the expiration or earlier termination of the license.
- i. **Removal of Personal Property.** Upon expiration or earlier termination of the License, the Licensee shall immediately remove all improvements, equipment, materials, supplies, and other personal property on or about the Lot(s) and agrees that any personal property remaining on the Lot(s) after the termination of the License shall become County property and title shall vest in the County. County shall have the right to occupy and use the Lot(s) immediately upon the expiration of the License. Following the removal of the personal property, the Licensee shall be required to return the Lot(s) to the same or comparable condition as existed upon the grant of the License by successful completion of the County's inspection checklist.
  - ii. **Ownership of Property Not Removed.** In the event Licensee fails to remove its personal property, County shall have the option of removing Licensee's personal property at Licensee's expense. In the event County takes title to such personal property, County shall be entitled to all proceeds of the sale of such Licensee's personal property for the Licensee's failure to remove in accordance with these Rules.

- K. Individual licenses may be issued upon the expiration of the License. The issuance of the License Agreement is not automatic or guaranteed.
- L. The Licensee may not assign, sublicense, or otherwise transfer the License Agreement or privileges herein.
- M. In the event a Licensee does not sell improvements as provided herein, the County may continue to allow efforts at sale without forfeiture of improvements under all the following conditions:
  - i. Written permission is obtained from the CSD Director or designee.
  - ii. The improvements will be sold to any person who can qualify as a Licensee and offers to pay the established sale price.
  - iii. The Lot continues to be maintained as required under these rules and regulations.
  - iv. The seller may not place conditions upon the sale.

**VII. COMPLIANCE WITH REGULATIONS**

The County, through its authority, will be responsible for the enforcement of the Rules and Regulations of this document.

- A. In the event of disagreement of a Licensee with a decision of the County pursuant to these rules and regulations, within ten (10) working days of the County's decision, the Licensee(s) affected may appeal the Parks and Recreation Division Manager's decision to the Community Services Director or as otherwise delegated by the County Manager. County staff and the Licensee may present such information as they believe support their respective positions to the Community Services Director or assigned designee. The decision of the Community Services Director or assigned designee shall be final and binding.
- B. Licensee(s) shall obey and comply with and shall require his/her invitees to comply with these Rules and Regulations and with other such instructions as may be issued from time to time by the County.
- C. The County may, at its option, make additional internal and external inspections of the premises of the Lots for compliance with these Rules and Regulations and other such codes and laws as may apply to the Lots. Licensees shall, with reasonable notification during reasonable times allow County or other governmental agency personnel to have access to the Lots for official business.
- D. In the event of an emergency that immediately threatens persons or property, County officials may take whatever steps they deem necessary to lessen or abate the emergency without immediate notice to the affected Licensee(s). County will make reasonable efforts to notify the affected Licensee(s) of its actions when it may safely do so.
- E. In the event any condition is found not in compliance with the terms of the License Agreement or these Rules and Regulations, the County will require correction of the violation, and will grant

the Licensee a reasonable timeframe to correct the violation. If the violation remains uncorrected after the specified time, the County shall terminate the License Agreement.

- F. A decision to terminate a License Agreement is subject to an appeal directly to the County Manager or designee. Appeals of the termination of a license must be received by the County within ten (10) working days and will be administered in a manner that accords with the due process required for quasi-judicial proceedings under New Mexico law, including the right to reasonable notice, the right to call witnesses, the right to have witnesses sworn, the right to confront and cross-examine all witnesses giving testimony and the right to a recording of the hearing. The County Manager or designee's decision is final and binding.
- G. Once the decision has been made to terminate the license, the County will send a notice by US mail to the Licensee's address of record containing a final termination date.
- H. Licensee(s) will have the right to remove any improvements owned by Licensee on the Lot, but if such improvements remain on the Lot after the date of termination of this License Agreement, or such later date as the parties may agree, the improvements will be considered abandoned by the Licensee(s) and will become the property of the County.
- I. If the License Agreement is terminated, the County may at its option:
  - i. Dispose of such improvements and personal property which may remain on the Lot. The County may retain any portion or all the proceeds of such sale. The County may take from the proceeds, any costs incurred involved in the sale, including those costs it incurred to bring the Lot into compliance with these Rules and Regulations or other applicable codes and laws, and amounts sufficient to pay for any of the Licensee's payment delinquencies. Any proceeds in excess of the County's costs and the Licensee's debt owed to the County will be tendered to the person whose license was terminated.

### **VIII. MAINTENANCE OF THE RULES AND REGULATION**

- A. If the County proposes a change or modification to these Rules and Regulations, the County will provide to the Licensees notice of a proposed change(s) prior to the implementation of the changes and allow the Licensees to provide input in writing or at the Parks and Recreation Board public meeting. Licensees will be advised of these changes in accordance with the terms of the License Agreement before the change(s) goes into effect.
- B. Licensees may request changes or modifications to these Rules and Regulations. Requests for changes to Rules and Regulations will be considered by County staff. Licensees will be allowed to provide input prior to presentation at the Parks and Recreation Board public meeting. At the County's sole discretion, the County may convene a focus group of Licensees to review and provide input on the potential Rules and Regulations changes prior to issuance of the revises Rules and Regulations document to all Licensees.

- C. The County reserves the right to enact emergency procedures and instructions to protect public health and safety.

**IX. LOTS WITH COUNTY-OWNED IMPROVEMENTS**

- A. If the County constructs improvements on any Lot or acquires the improvements on any Lot, it may, at County's sole discretion, make the improvements available to potential Licensees according to the procedures provided in the Los Alamos County Code of Ordinances for the sale of County property.

*Notes:*

*All references to "days" in this document refer to calendar days unless otherwise specified.*

*Reference Deed documents can be obtained by contacting Parks staff at (505) 662-8159 or via email at: [lacrec@lacnm.us](mailto:lacrec@lacnm.us).*