City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY JULY 08, 2020 CITY COUNCIL CHAMBERS

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 8:00 a.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Petitions from the Floor: The Governing Body will also take public comment for *Petitions from the Floor* by telephone message, through 8:00 a.m. the day of the meeting. Telephone messages must identify the submitting party's name and address and may be left at 505-955-6520. These comments will be distributed to the Governing Body for review prior to the meeting.

To provide live public comment during *Petitions from the Floor*, send your name, email address and telephone number, by 8:00 a.m. the day of the meeting, to petitionsfromthefloor@santafenm.gov. A Zoom Meeting invite will be sent the day of the meeting to the email address provided. If you do not have a smartphone, tablet, or computer, call 505-955-6520 by 8:00 a.m. the day of the meeting and leave a telephone message with your name and address. The City Clerk's office will return your call on the day of the meeting to provide Zoom call-in information.

Public Hearings: The Governing Body will also take public comments for the public hearing listed on the Evening Session Agenda by telephone message through 8:00 a.m. the day of the meeting. Telephone messages must identify the submitting party's name and address and may

be left at 505-955-6520. All comments will be distributed to the Governing Body for review prior to the meeting.

To provide live public comment during the public hearing, send your name, email address, telephone number and the agenda item you wish to comment on by 8:00 a.m. the day of the meeting to publiccomment@santafenm.gov. A Zoom Meeting invite will be sent on the day of the meeting to the email address provided. If you do not have a smartphone, tablet, or computer, call 505-955-6520 by 8:00 a.m. the day of the meeting and leave a telephone message with your name, address and the agenda item you wish to comment on. The City Clerk's office will return your call on the day of the meeting to provide Zoom call-in information.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **SALUTE TO THE NEW MEXICO FLAG**

4. **INVOCATION**

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a) Regular Governing Body Meeting – June 24, 2020

9. **PRESENTATIONS**

10. **CONSENT CALENDAR**

    a. Request for Review and Approval of Re-Prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets. (John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

b. Request for Approval of Amendment #1 to the Contract with Financial Consulting Solutions Group for the Asset Management Plan Extending the Term Through June 30, 2021. (Lee Gagnon, Engineer Associate, Water Division, lrgagnon@santafenm.gov, 955-4229)

c. Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by $66,133.31 (Inclusive of NMGRT) to $267,378.71, for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

d. Request for Approval of Change Order #4 with Bradbury Stamm Construction – WWM Treatment Plant Anaerobic Digesters Project in the Amount of $288,280.59, Inclusive of NMGRT. (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

e. Request for Approval of Contracts Awarded through RFP 20/15 to Use Affordable Housing Trust Funds (AHTF) and General Funds to Support Housing Contracts, as Follows: (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

SF Civic Housing Authority (Calle Resolana)	$200,000
SF Civic Housing Authority (Country Club)A	$140,000A
SF Habitat	$80,000
SF Recovery Center	$50,000
Youth Works	$40,000
SFPS – Adelante	$60,000

f. Request for Approval of Change Order #3 with Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of $542,187.50, Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

g. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law Denying Appeal No. 2020-2043-APPL by Rosewood Hotels of the Historic Districts Review Board's Decision in Case No. 2019-1600-HDRB to Impose Conditions on its Approval of Rooftop Improvements at the Rosewood Inn of the

Anasazi at 113 Washington Avenue. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-65012)

h. Request for Approval to Publish Notice of Public Hearing on August 12, 2020: **Bill No. 2020-17.** An Ordinance Amending Section 14-11.4 of The Land Development Code to Adopt Civil Penalty Provisions, a Civil Fine Schedule, and Civil Citation Procedures for Land Use Code Enforcement Actions; and to Permit the Land Use Director to Order a One-Year Waiting Period for Application for Short-Term Rental Permit by a Person Who Has Violated the Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth and Councilor Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: **BILL 2020-18**. An Ordinance Relating to the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; Amending Section 10-9.2 to Align the Intent with the Purpose of the Bill; Amending Section 10-9.3 to Amend and Add Definitions; Amending Section 10-9.4 to Make the Property Owner Responsible; Repealing and Readopting a New Section 10-9.5 to Establish a Process for a Nuisance Investigation and Abatement Process; Repealing and Readopting a New Section 10-9.6 to Establish Tenants Rights; Amending Section 10-9.7 to Establish Enforcement Provisions to Hold the Property Owner Accountable; Amending Section 10-9.8 Regarding Reservation of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 to Remove Extraneaous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Councilor Lindell, Councilor Villarreal, Councilor Romero-Wirth and Councilor Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554 and Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

b. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: **BILL 2020-19.** An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Section 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City

of Santa Fe and La Puerta Originals, LLC for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19. (Mayor Webber and Councilor Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

c. Request for Approval of Amendment to Legal Services Agreement between the City and Gallagher and Kennedy to Extend the Term to June 30, 2022. (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

d. Request for the Approval of the State of New Mexico Children, Youth and Families Department (CYFD) - Alternative to Detention Grant in the Total Amount of $345,324 for Alternative to Detention Services in the City of Santa Fe Contracts; (George Carrasco, Project Administrator, gccarrasco@santafenm.gov, 955-6728)

e. Approval of a Settlement Agreement with the County of Santa Fe to Resolve Payment for Certain Capital Costs Pursuant to the Second Amended Joint Powers Agreement Between the Parties for the Operation of the Regional Emergency Call Center (RECC) and the Memorandum of Agreement (MOA) Between the City and the County for Public Safety Radio Communications Motorola Dispatch Consoles and Site Equipment. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL 2020-15. ADOPTION OF ORDINANCE NO. 2020-____. **Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment.** An Ordinance Amending Ordinance No. 1998-23 to Remove Condition of Approval Number 5, which Limits Access from Calle la Resolana to Emergency Access Only for the Property Located at 1115 Calle la Resolana (Amending "The Summerset Storage Rezoning", Case No. ZA 1998-4). (Dan Esquibel, Planner Senior, daesquibel@santafenm.gov, 955-6587)

21. **ADJOURN**

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

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SANTA FE CITY COUNCIL
June 24, 2020

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MINUTES OF THE
REGULAR MEETING OF THE GOVERNING BODY
Wednesday, June 24, 2020
City Council Chambers

AFTERNOON SESSION

1. CALL TO ORDER AND ROLL CALL

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, June 24, 2020, at approximately 5:03 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Bernadette Salazar, HR Division Director
Bradley Fluetsch
Alexandra Ladd, Affordable Housing Director
Joshua Elicio, IT Director
Regina Wheeler, Emergency Operations Incident Commander
Marcos Martinez, Assistant City Attorney
Mary McCoy, Finance Director
Jesse Guillen, Legislative Liaison
Kristine Mihelcic, Constituent Services Director
Carl Boaz, Council Stenographer

6. **APPROVAL OF AGENDA**

Councilor Rivera asked to move Matters from the City Manager right after Presentations to get an update on the budget which has changed a lot in the last 48 hours.

Councilor Garcia asked for move item #16 in front of the Executive Session in order to hear Communications from Governing Body beforehand and ensure the public hears those comments earlier instead of at midnight.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the agenda as amended twice.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Cassutt-Sanchez requested discussion on item 10(e).

Councilor Romero-Wirth and Councilor Villarreal requested discussion on item 10(b).

Councilor Vigil Coppler and Councilor Villarreal also wanted discussion on item 10(e).

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Consent Calendar as amended with 10(b) and 10(e) pulled for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

8. APPROVAL OF MINUTES: Regular Governing Body Meeting - June 10, 2020

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes of the regular Governing Body meeting on June 10, 2020 as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

9. **PRESENTATIONS**

There were no presentations.

12. **MATTERS FROM THE CITY MANAGER** (moved up)

Manager LaPan Hill asked Finance Director, Mary McCoy to update the GRT and results of the Special Legislative Session. She will follow up with an additional memo on it.

Director McCoy said the update is on the GRT receipts from April 2020 and a brief recap of the special legislative session. Only recently did we get April 2020 receipts. Overall, it is a devasting decrease of over 70 million to Santa Fe County. 18 of 21 industries showed decline of taxable gross receipts from April 2019 to April 2020. Retail trade decreased by $20 million; food services had a decrease of about $23 million, and real estate decreased about 29% for a little over $2 million. All industries across the board should the impact. A decrease of this magnitude obviously has a devasting impact on the economy of the City. The total amount the City received was $6.9 million from GRT revenue in April. That is a 19% decrease for a total of $1.6 million decrease from April 2019.

There was a bright spot, however. It was primarily offset by two industries increases in construction and in scientific technical services. She will meet with TRD for more clarification. There is more detail available.

For the update on the legislature, there were three bills passed. First was SB3 which created a loan fund for local governments of approximately $100 million. We can apply in August for a portion of the $100 million loan fund. It is in a 2% interest rate and become payable within five years. Additionally, HB 1 addressed the entire $2 billion state shortfall

and also addressed funding or local governments using a formula based on the most recent US census of population from which we project to receive about $10 million.

The third was not quite as large a number in HB6 which doubles the online sales tax distribution for local governments. We anticipate an additional $750,000 will come from that additional distribution for FY21.

Councilor Vigil Coppler told Director McCoy that she got a call last week from an attorney who follows the numbers and mentioned the City was only $1.6 million short from last year and was incensed the City has taken all of these measures and projected our deficit at $100 million. He asked how we got those large numbers and how we justified them while things are starting to open up.

Director McCoy said $46 million was an estimate for FY 20 that covers all funds. And the updated numbers she just gave were only from one source. The $1.6 million deficit was only from GRT for April. It is much more complex than isolating to one revenue stream. There are many other revenue streams including water, wastewater, operations, etc. She hoped the detail that would be provided industry by industry would answer some of those questions. It will show how various industries are performing in the City. Some are as high as over 90% decrease and people have lost their jobs. It is a devastating impact economically.

Councilor Vigil Coppler noted that most of GRT receipts are for the General Fund and other funds are typically enterprise funds and have their own sources of income. She was told we did not have that revenue but a good chunk of GRT is for operating government. She asked if Director McCoy was going to come up with new estimates on the shortfall. We need to be careful, but it does not appear to be anywhere near the estimates. She was glad the Council is talking about this tonight and she would like to talk about it at every meeting and get an idea where we are at. Those were her requests. Source documents were also becoming a demand.

Councilor Garcia appreciated the update. It was great news from where we were some time ago. On the money allocated through HB 1, he asked if that meant the use must be Covid related.

Director McCoy agreed. It is part of the $1.25 billion CARES Act Funding earmarked for Covid response and we are putting together a packet of items for our application as a direct response to the pandemic. Other measures will be undertaken to halt the spread of the virus, such as funding to support the shelter continuation operation.

Councilor Rivera heard Director McCoy mention construction and tech industries to help us out, and he asked if that is just or remainder of this FY -

Director McCoy agreed.

Councilor Rivera asked if the added State and Federal funding through the CARES Act will help out next fiscal year.

Director McCoy said it is. We do have a small portion that needs to be approved by DFA for $500,000 of emergency funding the Governing Body approved in March and April to prevent spread of the virus. We will look for that to be reimbursed.

Mayor Webber affirmed this will be an ongoing update because it continues to evolve. It is too early to determine how far it will extend. The Finance Department will continue to do that.

Councilor Villarreal asked Director McCoy of the $100 million in Loan Fund monies how that was allocated. Was it by population?

Director McCoy said we don't know at this time. We will apply as soon as it is available which will probably be in August.

Councilor Villarreal asked about the process for online tax revenue and how expeditiously it will get to local government.

Director McCoy explained that it is done on a monthly basis and based on our population. Right now, it is just about $750,000 and will double to $1.5 million in FY 21.

Mayor Webber asked how many of those bills are signed into law by the Governor at this point.

Director McCoy did not have that information yet. The Governor will take a few days to sign bills.

Mayor Webber thanked her for being early in the queue to talk about this with the State Government to get clarifications.

10. **CONSENT CALENDAR LISTING**

a) Request for Approval of Amendment #1 with Denora-MIOX, Inc. to Provide On-Site Disinfectant Solution Generation Units through December 2020 in the Amount of $428,239.21 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

b) This item was pulled for discussion by Councilor Romero-Wirth and Councilor Villarreal.

c) Request Approval of Contracts Awarded through RFP 20/16 to Use Department of HUD Community Development Block Grant (CDBG) Funds to Support Community Development Activities, as Follows (Total $799,810): (Alexandra Ladd, Affordable Housing Director, agladd@santafe.nm.gov, 955-6346)

SFPS – Adelante	$27,000.00
Coming Home Connection	$20,000.00
SF Habitat for Humanity	$90,000.00
Homewise	$200,000.00
Housing Trust	$150,000.00
Interfaith Shelter	$30,000.00
SF Civic Housing Authority	$100,000.00
Youth Shelters	$15,000.00
Youth Shelters	$25,000.00

d) Request for Approval of Amendments to Extend the Term of Performance on Four (4) Housing Contracts through June 30, 2021. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 9556346):

1) Amendment #1 to Mortgage Principal Reduction Contracts
   a) Habitat for Humanity – (AHTF) – Contract Amount $80,000 (Current Balance is $40,000)
   b) Housing Trust – (AHTF) – Contract Amount $157,500 (Current Balance - $76,000)
   c) Homewise (CDBG) – Contract Amount $188,000 (Current Balance - $163,308.61)

2) Amendment #4 to Home Repair Contract
   a) Homewise Home Repair (CDBG) – Contract Amount $75,000 (Current Balance - $25,716.44)

e) This item was pulled for discussion by Councilor Cassutt-Sanchez, Councilor Vigil Coppler and Councilor Villarreal.

CONSENT CALENAR DISCUSSION

b) CONSIDERATION OF RESOLUTION 2020-23. (Councilor Romero-Wirth and Councilor Abeyta)
A Resolution to Re-Establish the Santa Fe Water Conservation Committee. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Ms. Vigil read the caption into the record.

Councilor Romero-Wirth clarified there was no change to the substance in her amendment.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to adopt the Resolution as amended.

Mayor Webber noted the nonsubstantive amendment is in the packet.

Councilor Vigil Coppler saw no amendment.

Councilor Romero-Wirth it is the second item. When you click on the agenda item, it will give you the packet information and this item has two attachments.

VOTE: The motion as amended was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

e) CONSIDERATION OF RESOLUTION NO. 2020-24. (Mayor Webber)
A Resolution Establishing a Framework for the Closure of Streets to Vehicular Traffic for a Certain Period During 2020. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 505-955-6518)

This item was pulled for discussion by Councilor Cassutt-Sanchez, Councilor Vigil Coppler, and Councilor Villarreal.

Ms. Vigil read the caption.

Mayor Webber pointed out that there are at least three sets of proposed amendments. We should begin by walking through those amendments.

Councilor Villarreal was concerned about the way it unfolded for us so we could review it in a timely manner. Because of that, she did abstain from the boat when it was at Public Works. At the Finance Committee meeting, we expressed concerns that we wanted to make sure were added in. Her amendments were not just hers but others also. These were issues that came up and all were just put under her name. First, was that the temporary street closure would only be from July 1 to October 31, 2020. We talked about the hours for no business from 11 pm to 6 am. And making sure at least one street was to stay open for vehicle traffic. She was not ever in conversations about the petition of closing San Francisco. Neither she nor Councilor Lindell received a copy of that petition. We did not necessarily support that. She appreciated that Councilor Vigil Coppler added that no part of San Francisco would be closed. She was okay with removing her language for at least one street to Plaza be open and was fine with San Francisco. It is a thoroughfare for deliveries, etc. That made sense so she would strike 10 and just go with Councilor Vigil Coppler's amendment to not close San Francisco. Also, regarding major arterials and collectors should not be closed to vehicular traffic, and was confusing in the resolution, was that this resolution was to be for all parts of Santa Fe, not just downtown. No major collectors will be closed for this purpose. She was not in favor of putting specific streets into this resolution. She wanted to hear about more about the amendments. Three were vetted by Staff. The others need to be vetted also.

Mayor Webber hoped as the Governing Body reviews each one to have conversation on the value of the idea in that amendment before voting on them. There were some that Staff could address, including Director Randall, Director Romero, Chief Padilla, or Mr. Guillen. Councilor Rivera had some firm ideas on some of the amendments.

Councilor Rivera said Councilor Villarreal summed up what the Quality of Life Committee wanted for amendments. He had some concern about leaving out San Francisco Street. He felt they should be equally treated, to have businesses there allowed to be out on the street and sidewalk. However, one street does need to be kept open to drive through the Plaza. He asked about Councilor Garcia's amendment.

Mayor Webber understood Councilor Rivera recommended item number 10 on the redline version on page 4, which said that one street should be available for vehicular traffic at all times. That is different than saying San Francisco shall not be closed.

Councilor Rivera agreed.

Mayor Webber pointed out that Director Romero was remotely present to answer questions and clear up any confusion about it.

Councilor Romero-Wirth was confused about how we are taking the amendments. She hoped we would just go down the list.

Mayor Webber agreed.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve amendment 10 of the redline version. (She clarified that her motion is on the first of the three amendments for consideration.)

Discussion on the Motion:

Councilor Lindell was unclear what the amendment by Councilor Villarreal says. She understood from Councilor Villarreal that she was changing it.

Councilor Villarreal clarified that she just did not want a conflict and is okay with keeping it in. She just didn't want extra unnecessary language.

Councilor Romero-Wirth explained that this amendment does not speak to closure of San Francisco Street.

Councilor Garcia recalled regarding keeping a street open, that in the conversation at the QOL Committee meeting, we wanted a street kept open and we assumed Palace would be opened. But that would not work because back in 2003, the City Council approved a recommendation from the Plaza Task Force to close Lincoln Avenue on the Plaza. With that, the only possibilities are San Francisco Street and Old Santa Fe Trail. So Lincoln would be available for traffic.

Councilor Villarreal thought San Francisco would be possible. We wanted to get more information. That is still a possibility - any street, including San Francisco.

Ms. McSherry said she didn't have a chance to read all the materials, but the Governing Body could overturn a resolution and if there is a conflict, the most recent resolution governs.

Director Romero pointed out that if we closed San Francisco, the open street could be Old Santa Fe Trail and Palace. It could not be Lincoln because Lincoln dead ends. His recommendation was Old Santa Fe Trail if San Francisco is closed. That would be a better way to get through the Plaza and would not compromise any traffic before Palace. Opening Palace is not out of the question. There are bollards but they can be removed to open Palace if we want.

Councilor Vigil Coppler didn't know what the amendment is.

Mayor Webber explained the amendment has 11 items. It includes reworking the "whereas" statements, striking some of the sections, adding a different series of language. It requires a diagram to show how a business would occupy space on the street and clarifies they could not conduct business from 11 pm to 6 am with one street to the Plaza accessible at all times and major arterials, as defined by the MPO shall not be closed.

Councilor Vigil Coppler said she had the sheet and wanted to make sure that was all one amendment because there are actually 11 amendments and she didn't think the public knows what we are talking about. Councilor Villarreal had wanted to remove #10 and now is not.

Councilor Villarreal agreed because it doesn't conflict with San Francisco.

Councilor Vigil Coppler said she received messages that the public doesn't know what we are voting on. She wanted the public to know it comprised eleven changes. And many people are interested in what we are doing right now.

Councilor Cassutt-Sanchez asked if this amendment includes striking the designated cruise night.

Councilor Villarreal responded that it does not remove the ability to have a cruise night. This just references an old resolution. "We struck it because it said all streets surrounding the Plaza shall be open. But it was based on a resolution in 2014. So we struck it because essentially, it should not be up to the City Manager to designate when people could have a cruise."

Councilor Cassutt-Sanchez was under the impression that we would still look at the potential of opening up all streets at the Plaza for cruise night. she thought that was a great idea.

Mayor Webber asked Director Romero if people should be able to cruise, rather than having it designated by the City Manager, and what it would take to open four streets for that night.

Councilor Cassutt-Sanchez understood that at all times, one street would be open, but all four would be open at designated times.

Director Romero clarified that in Resolution 2014-49, it established a designated cruise night and during a designated cruise night, all four streets around the Plaza would be open.

Mayor Webber asked how viable that is now with things that are under way.

Director Romero thought it was possible and would require coordination with business owners. If businesses use the street, they will have to invest in things like tables and canopies.

Councilor Cassutt-Sanchez acknowledged the thought behind it was because we have lost a lot of events and cruising is a pretty good social distance activity. That is why she was in favor of that. The designated cruise night would open up the entire plaza.

Councilor Garcia pointed out that in the red-line version, page 4, line 2, it says nobody should conduct business from 11 pm to 6 am. But he thought it should be until 10 am to allow for deliveries.

Mayor Webber asked Director Romero about it.

Director Romero thought that makes sense, so it overlaps the delivery time.

Director Randall said so long as a delivery lane is left open to 10 am and proper protection provided, a delivery lane is still needed during that time. It would preclude early morning breakfast on the Plaza and Plaza Cafe is doing that on Lincoln already. That should not be precluded.

Mayor Webber concluded that they could open for business at 8:00 but setting up by 6 am. That might have been the reason for having 6 am in the resolution.

Director Randall agreed. We would need to make sure it is safe.

Councilor Vigil Coppler noted regarding cruise night, that all Councilors have received letters and phone calls - statements of families taking elderly parents around the Plaza. "I did that with my parents. The Plaza was important to them as well. If we make some of these changes, that will disappear. So we don't have anything for them - like elderly cruise afternoons. We can't just cater to one segment of our population. We haven't even thought about that. We think mostly of Millenials who drive their cars around. ... That is one reason for my amendment about San Francisco Street. We all got an email from former DOT Engineer who gave his opinions about the traffic, if we use Old Santa Fe Trail. Driving through now would be a complete traffic log jam. Even if you remove that one stop sign on Old Santa Fe Trail, you can fit one care before you get to the other stop sign at that corner before you turn on Washington Street. That stop light cannot accommodate a lot of people and it will be even worse if we have to make changes for pedestrians. It will be a complete log jam. I am not in favor of closing that street." Palace was closed and it had a lot to do with Native Americans selling their wares at Palace of the Governors. What will they think about that if we open that street? We don't know if they will be allowed to sell their wares with social distancing.

She believed we have enough controversy in our City right now and this is one of them. She shared examples for those who cannot walk. We need to take a step back and try to solve problems now.

Mayor Webber asked Director Romero what the impacts are now.

Director Romero said he did not have counts around all of the Plaza, but San Francisco is roughly 1,700 cars per day. Prior to the current configuration with Palace closed, it was once San Francisco that was closed. It was before the Plaza Task Force for evaluating the Plaza when they flipped it from San Francisco Street to Palace. During that time, he did not remember any traffic congestion there. He agreed to pull that up from the task force records to confirm it.

Councilor Villarreal was not sure what Councilor Vigil Coppler wanted to change. She corrected herself that it was at the QOL Committee, not at the Finance Committee. That was about cruise night. She tried to figure out if that resolution would conflict with the other one that closes streets to have tables downtown. Resolution 14-49 was before her time on Council.

Ms. McSherry understood cruise night would be with all four streets open and wasn't sure whether that would conflict with closing streets to set up tables.

Councilor Villarreal thought that was decided in 2016.

Councilor Cassutt-Sanchez clarified that at the QOL Committee meeting, she understood we would keep one street open and leave the possibility for various events when all four streets would be closed for the special event but also all four open for a cruise event.

Mayor Webber understood it would direct the Traffic Engineer and Public Works Director to figure out how that could be implemented. Times could be worked out for how to make those events happen.

Councilor Abeyta asked Director Romero, "Just because a group of merchants come and ask to close a street, is it broad enough so you could deny that?"

Director Romero replied, "I do have that authority and have done so. It is not a rubber stamp. I look at all of the angles. I don't approve a closure that would cause a serious problem, especially in the downtown area. I don't believe that has happened... I scrutinize it and it is not an automatic approval."

Ms. McSherry noted we had this conversation on authority. It doesn't need to be through a resolution, and we decided it was best, even though Director Romero does have the authority for day-to-day street operations.

Councilor Abeyta asked him, "If you close a street, how hard is it to reopen the street?"

Director Romero said he works with the applicant to modify the permit when needed. It is hard to un-approve it when the business is permitted to use the right-of-way and that would need to come back.

Councilor Abeyta asked if it would remain closed (through the summer) until October.

Director Romero agreed.

There was no further discussion on the motion.

VOTE: The motion to adopt the first amendment was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

Councilor Vigil Coppler went next to her amendment that had two specific items.

Mayor Webber went to page 3 and read the proposed amendment, to insert a new paragraph, "Any business that utilizes City property on a closed street, pursuant to this Resolution, shall not offer for sale any merchandise located on public rights-of-way..." And the second amendment has two items: "Public Works Department shall determine streets that are eligible to be closed, depending on affected volume of traffic." and number two: "Gaspar Street between West San Francisco Street and Alameda Street shall be closed, except for the intersection at Water Street."

Councilor Vigil Coppler explained that many people did not want the Plaza turned into a flea market setting. She remembered that there were separate approvals with some at Public Works and some that belonged to Land Use. The purpose of this amendment was to keep the Plaza integrity from looking like a flea market and to comply with the Antiquities Act. So if people have to jump off the curb to get around things on the sidewalk, she didn't want that. That was the purpose of the amendment. She added that we also have ADA to comply with.

Councilor Romero-Wirth clarified that this amendment has two different changes to the resolution, and we will be voting on both. The second amendment includes two substantive ideas. So there are three total changes to

the resolution. The three changes could have been considered separately but are not.

Mayor Webber agreed. He asked Director Randall about sales of merchandise on a street and the effect on its appearance. What concerns have been raised on integrity?

Director Randall said the key thing is that it applies to any street in the City and not just at the Plaza. He assumed food and beverage service was not merchandise. He thought there were already codes that would prohibit merchandizing in the Historic Districts but might be allowed in other areas of the City that would be beneficial to businesses. He totally agreed we don't want the Plaza cheapened to appear like a flea market.

Councilor Vigil Coppler thought it was worth discussing and would not be a real stickler on this. She understood it applies all over the City. She didn't think it would really be the first thing on people's minds. If food and beverage is allowed, why couldn't this happen also. She knew there are shared responsibilities among the committees on the approvals. They would have to coordinate much more than they do now. But, if we don't need this, she was okay with that, but it is worth discussing. If one store went ahead without approval, and that can happen, then it would be too late. This is a heads up that such merchandizing shouldn't be done. But if Director Romero and Land Use decide otherwise, okay.

Councilor Villarreal understood where she is going and wondered how it would affect businesses with only 25% occupancy in their store. That limits them from having space for their workers and for customers looking at possibly buying things. That was her concern.

Ms. McSherry asked if there was a motion and second made.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve this amendment.

Discussion on the Motion:

Councilor Villarreal pointed out that businesses are trying to make it and limited to 25% occupancy.

Councilor Vigil Coppler recalled the downtown businesses petitioned to close the Plaza streets to keep cars from driving past their businesses. She had not heard from any other business in other parts of the City. The impetus was to close the Plaza streets.

Mayor Webber had a different perspective. During his pandemic, he got emails to look at what other communities were doing in the face of the economic downturn. And even to use Parks or Plaza for outdoor spaces for them with businesses threatened to go out of business. The idea is to explore alternatives with business owners. Rufina Street was thriving but now are looking for a second boost with Meow Wolf being threatened. Tourism is down. Parking lots could be used in other areas of town. Seeing so many people lose their jobs and still be under very strict constraints is serious.

The people he talked with about this were very positive. They could hire people back. This is a temporary experiment to determine what impact would be on restaurants and their employees.

Councilor Vigil Coppler said they wanted it to look like Europe and now she was getting requests not to close San Francisco Street. She didn't want the appearance of the Plaza to change. She didn't think the businesses had all weighed in on this.

Councilor Cassutt-Sanchez wanted to know about the regulations around historic districts. She asked if those regulations would take precedence.

Ms. McSherry clarified that the code would supersede the resolutions. So all historic regulations and Land Use Regulations would apply to these streets.

Councilor Rivera thought there was some vision that San Francisco would be closed, and businesses take over the whole street, but asked Director Romero about a possible fire lane that must remain open. That would leave the sidewalks for businesses. He remembered this is a 20' street width.

Director Romero agreed. There are a lot of streets that have parking and some without proper clearance. On San Francisco, the only place people could put tables would be in the parking areas.

Councilor Rivera reasoned there would be a limited amount of space and it could not have vendors all over the place with no place to walk. So it would not as big as some have envisioned.

Mayor Webber went to her second part of the amendment.

Councilor Vigil Coppler agreed and noted that no one has talked about the ADA requirements that we must comply with. Pretend you are in a wheelchair and going by these places. It just would not work. She prepared these to give more direction if San Francisco was closed. She has already heard Director Romero say he already has the authority to do that and that he doesn't always say yes. I hope he is still able to say no to the City Manager and Mayor.

Director Romero said all of his decisions are in compliance with the Engineer's responsibilities and regulations and in all of his career, he has never had to make a decision not in compliance. We must provide detouring when a street is closed. He also coordinates with the ADA Coordinator for right-of-way and maintaining a 5-foot lane for walking and comply with Disability regulations there.

Councilor Vigil Coppler thanked him for that. Businesses sometimes do block such access.

Based on that testimony, she decided her amendment was not needed and would withdraw it.

Regarding Don Gaspar she made a strong recommendation that Director Romero give consideration to close that portion of Don Gaspar for the businesses there. She withdrew that amendment which only left her amendment for merchandise.

MOTION WITHDRAWN

Councilor Vigil Coppler withdrew her motion.

Councilor Garcia withdrew his second.

The third amendment was from Councilor Garcia who wanted to present his amendments separately with separate votes. The first was, "The Santa Fe Fire

Department shall have a presence on the Plaza at all times. The intent was to ensure we would have public safety at the Plaza and help with noise control.

Ms. McSherry said it needs a motion and second to discuss it.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the amendment to have the Fire Department presence on the Plaza.

Discussion on the Motion:

Councilor Vigil Coppler said it is important to pay attention to the vendors. Lots of them have mentioned the loud cars and motorcycles. She had not noticed any Police presence there for a long time - not with their cars or bicycles.

Deputy Chief Joye was present at the meeting remotely. He said the Department still has bike officers from 9 am until noon and then from noon to ten in the evening. A 24- hour placement would require mandatory overtime to cover it. The mobile video trailer is also there regularly as part of Area 9 coverage. It is our smallest geographical area but is an intense area. The 24-hour coverage would limit our coverage of the rest of the downtown area.

Councilor Rivera asked why he was talking about 24-hour coverage.

Deputy Chief Joye referred to the language in the amendment.

Councilor Garcia clarified that it refers to the time of the street closures but not 24/7. It was Councilor Vigil Coppler's amendment too.

Councilor Rivera recalled that the shooting on the east side required lots of response.

Deputy Chief Joye pointed out that it says, "at all times" and perhaps he was being too literal, but we don't want to violate the ordinance. We need flexibility to respond to other incidents as needed. We have 7-day coverage with the bike team with at least one officer to cover Area 9. Our Department breaks out the city into ten areas.

Mayor Webber spoke to the noise problem and the Police Department announced a presence to address the noise issue as part of Covid impact.

Deputy Chief Joye agreed and affirmed that it is in effect.

Councilor Rivera thought the mobile video is not extra officers.

Deputy Chief Joye agreed, but said officers are dedicated to that location.

Councilor Vigil Coppler thanked Chief Joye for his comments. The complaints from businesses around the Plaza are from cars with loud audio systems and motorcycles. They say they don't see a police presence there. This amendment is to address the noise problem. She didn't see the police when she has been in the Plaza. She agreed it was not to be at all times but from 10 am to 11 pm is what it means. People want that presence.

Deputy Chief Joye said the Department has also received those complaints from people at the downtown area and other locations around the City. The bike team was dedicated to the Plaza from complaints we received. Since February, we have been on the Plaza.

Councilor Cassutt-Sanchez said her biggest concern on this amendment is noise only on the downtown area. She has gotten many noise complaints in her district and also other districts. The drag racing issue is big, and it is city-wide. She was happy to hear about this new initiative. Her constituents complain they are ignored in their area. And she hears the noise every night. It is not just at the Plaza.

Councilor Romero-Wirth called the previous question. Councilor Lindell seconded and all voted in favor of stopping the date except Councilor Rivera, who was not present or that vote.

VOTE: The motion to amend the was not approved on the following Roll Call vote:

For: Councilor Garcia and Councilor Vigil Coppler.

Against: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

Councilor Garcia's second amendment was that no part of San Francisco Street would be closed.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the amendment to not close San Francisco Street.

Discussion on the Motion:

Councilor Garcia asked if we need to take action to override the Councils decision to close Palace.

Ms. McSherry said no because the Palace decision was not made in a Resolution.

Councilor Garcia asked if the Council would need to take additional legislation to reopen Palace Avenue.

Ms. McSherry said it certainly would strengthen the action.

Mayor Webber asked if there is any documentation on closing of Palace Avenue.

Councilor Garcia did not think so, but it has not been open since 2003.

Ms. McSherry said if the Governing Body wants to make sure it is off the table, you would act to exclude it now.

Director Romero explained that prior to 2003, the Plaza Task Force was established and provided recommendations to Council that were approved but it was not approved as a resolution or ordinance.

Ms. McSherry asked what the duration of that recommendation was.

Mayor Webber said we talked about all four streets open for cruising and asked how we would do that if there is a prohibition an opening Palace Avenue.

Ms. McSherry clarified that the cruising would be a resolution just for that night.

Mayor Webber reasoned that it would supersede the resolution.

Ms. McSherry agreed.

Councilor Garcia wished we had better documentation from the Task Force. There should be some record of the action taken.

Secondly, he got an overwhelming number of requests to keep San Francisco Street open, not so much from the merchants on San Francisco Street, but numerous from merchants wanting to keep Don Gaspar open.

We're going off of a petition, but we have an email from a merchant that wants San Francisco St. to be kept open.

Mayor Webber asked Director Randall about the petitions.

Director Randall said he did get a petition and has distributed copies of it. There were 40 names and one was previously deleted who asked to have it deleted.

Councilor Garcia said we cannot be dismissive of that. We all got the email from the retired engineer. He has heard from merchants that they have to turn away customers while at capacity. The closure only benefits restaurants. He didn't think merchants would put expensive merchandise out on the street.

He was willing to accept an amendment to his amendment to only close a shorter distance to accommodate the restaurants. But, if we don't pass this, San Francisco Street would probably close and the only access would be on Old Santa Fe Trail.

Mayor Webber did not follow that assumption. He asked Director Romero if 1,700 cars per day is a significant impact.

Director Romero pointed out that its peak hours it would be close to three vehicles per minute. It is similar to other small streets like Water Street. Alameda and Marcy are wider streets. So it is not one of the largest streets in downtown. compared with Sandoval that has 7,000 cars per day or Old Pecos Trail with 15,000 cars per day. He did not consider it a significant problem.

Deputy Chief Joye had a memo from Chief Padilla that Palace Avenue was closed as a result of a fatal crash there.

Director Romero agreed that was the impetus. It was caused by drunk driving and happened when multiple lanes at the Plaza were open.

Councilor Vigil Coppler noted that the DOT engineer took the data from the SFMPO traffic counts. There is now more traffic with Covid. It is more like 3,099 cars. The engineer thought the data was a mistake.

We don't need more controversy and Councilor Garcia did a good job with this. Also, petitions with elderly were included. There are very good reasons for not closing San Francisco Street. It also includes Galisteo Street. She was adamant that San Francisco Street should not be closed. We don't need more controversy. The people have spoken. She thought it would be a mistake to open Palace Avenue and impact the Native Americans at the Palace of the Governors.

Mayor Webber said the decision is up to professional staff.

Councilor Vigil Coppler explained this amendment is to guarantee San Francisco Street is not closed.

Councilor Garcia observed there has been a recommendation by Staff already to close San Francisco Street.

NEW MOTION:

Councilor Garcia withdrew his motion and Councilor Vigil Coppler withdrew her second.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to keep San Francisco St. open from Galisteo to Cathedral Place.

Discussion on the Motion:

Councilor Garcia said we listen to the people when we ask for their vote but not when we vote.

Mayor Webber asked Director Romero 's opinion about the assumption that Staff wanted San Francisco Street closed.

Director Romero said that was not so. He had just provided his professional opinion on what would happen if San Francisco Street were closed.

Mayor Webber indicated there is no disposition to close any particular street and not to prejudge one street or another, but to bring people back to work.

VOTE: The motion failed on the following (4-5) Roll Call vote:

For: Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Vigil Coppler and Councilor Villarreal.

Against: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth.

vote on main motion.

Councilor Romero-Wirth/Councilor Rivera as amended.

Councilor Garcia - no
Councilor Vigil Coppler - no
the rest are yes.
passed.

VOTE: The main motion as amended, was approved on the following Roll Call vote

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

Against: Councilor Garcia, Councilor Vigil Coppler.

11. **DISCUSSION/ACTION ITEMS**

a) Request for Approval of Contract to Establish a New Agreement for Time and Attendance Software Subscriptions with Reseller IMMIX Technology. IMMIX Technology GSA Contract GS=35F-0265X Expires on March 2, 2021 and are Requesting a New 3-Year Contract to Go to June 30, 2023 (In the Amount of Year 1: $122,433.42, Year 2: $127,903.49 and Year 3: $133179.71 for Total Compensation of $383,516.62). (Joshua Elicio, ITT Director, juelicio@santafenm.gov, 955-5576)

Ms. Vigil read the caption.

Director Elicio was present for questions.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the IMMIX software subscription contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

b) City of Santa Fe Employee Benefits Presentation by Aon. (Bernadette Salazar, Human Resources Director, bysalazar@santafenm.gov, 955-6591)

This item is informational.

Mr. Todd Burley, Aon representative, was present to report.

Mayor Webber explained this is on how claims are coming in.

Ms. Dawn Montaño showed a screen on the presentation as Mr. Burley spoke. He said there were about $2 million in claims which was close to the projected amount. He expected it to continue for the next couple of months and compared it to past. It was about 30% higher because of Covid and expected it to continue through June. Dental claims by month sure they were below the previous year.

Ms. Montaño added that there are more details in the packet beginning on page 9.

Councilor Vigil Coppler thanked them for the presentation and asked for this kind of data when we consider the contract next time.

Mayor Webber clarified that this will be a monthly report.

Ms. Ashley Barela, for the HR Director, clarified they are meeting on a monthly basis and will continue doing that.

c) Request for Approval of Renewal for Fiscal Year 2020/2021 Comprehensive Insurance Program Coverages, in the Amount of $3,034,268.06 for Annual Premiums; AJ Gallagher. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

Ms. Vigil read the caption.

Mr. Fluetsch presented the overview. He explained that this is the renewal for all insurance aside from health care. The premium is $3.034 million, and he will seek a 1-year extension soon.

Councilor Lindell wanted to know, in light of this premium, when the last time was that we requested other bids and what the payout has been in the last couple of years.

Mr. Fluetsch said the last one that was put out during the 8th year of the 8-year contract with AJ Gallagher as broker and the City will go out for RFP in April 2021. He has asked for the experience on all of the policies and he got the data but did not have time to put into a display.

Mr. Fluetsch explained the breakout of policies. A J Gallagher is our broker who found a variety of providers and insurance policies to get best prices. Travelers is $2.3 million as shown on page 2. He listed the other providers which were shown on an excel spreadsheet.

Councilor Vigil Coppler thought it would be nice to see the experience here. Especially in risk management, to see what we are doing right or wrong. She hoped we would get it pretty soon.

Mr. Fluetsch agreed and said he would provide that to the Governing Body promptly. And he will go over the experience then.

Councilor Vigil Coppler past that it should be seen at the Public Works Committee meeting, not just at Finance.

Councilor Abeyta/Councilor Romero-Wirth to approve
unanimous by roll call.

MOTION: Councilor Abeyta moved, seconded by Councilor Romero-Wirth, to approve the Comprehensive Insurance renewal as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

AGENDA AMENDMENT

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to approve an amendment to the agenda by taking a short break, during communications from the Governing Body next before the public hearings.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

The Governing Body took a short break at 8:20 pm and reconvened at 8:25 pm.

17. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Garcia mentioned the absence of activities at the Griego ballpark and absence of many other activities in the City. His heart goes out to that family's restaurant was attacked. Last week was very unusual with removing of statues because we are feeling pain from centuries-old wounds and for those who felt their history was being erased. We have to face the truth of our history in a truthful manner with a true accounting of New Mexico's history and learn from it. This is our time and he believed we will make future generations proud for our efforts in reconciliation. It is also critically needed to heal divisions and unite our community. We have to respect each other as we grow through it. It will be hard and be emotional but will bring us reconciliation. The next 4-letter word is love. We have a deep love for our culture. Our history has also brought us times of love

and concern for one another. Let us be kind and respectful. We can do it, but it requires all of us. for a more unified tomorrow.

Councilor Vigil Coppler thanked Councilor Garcia for his inspiring comments. I too want to express condolences for what happened to this family's business. It speaks to the good people in Santa Fe and outside of Santa Fe because theirs is a popular business in the restaurant and she hoped for justice in it.

For what has transpired in recent days, she was disheartened by what took place with the monuments and that the Council did not get a chance to deal with it. That is what emergency meetings or special meetings or for. There was no unification on how the Governing Body would treat the removal of the obelisk and DeVargas statutes because it affected so many people. We never got an opportunity to come together in one spirit.

My other disappointment was on the emergency proclamation. There were so many things that were wrong about what happened. We just never got an opportunity to discuss it. Now the public commentary is blaming us for all of it. But we were completely left out. Mayor Webber may have called a few councilors but many of us were not called. It could have had a different outcome and I express my displeasure with it. There have been other times when this Governing Body has not acted on what is in our purview. I hope this is a lesson we should all pay attention to because each of us was elected by our constituents. And maybe some of us will be elected again. It is not just the Mayor that runs this City, and this was a major, major decision. I am not content with that. My hope is that we can do better. That's why am on this Council I am here to make decisions and they might not be the best but I'm doing the best that I can. The city is important to me. I was born here, and I continue to live here, and I have family here. Many of these actions were offensive to me. I was elected and yet I have no say so. The only thing I have left is my voice to let you know I was discounted in these decisions and I think some of the other Councilors were too. And that is not okay.

Councilor Villarreal recognized the Parks and Rec Team for considering the arroyo bridge that was becoming a danger and now is safe. She also said happy pride month to everyone. She was sorry we were not able to have a parade but can still celebrate our family members. She also recognized the disgrace of white supremacy the family who own India Palace had to deal with. It was personal and we need to help them through this hard time.

I respect the conversations she had in the community for emergency removal of de Vargas statue. The cultural wounds we have and that have existed in our community. We while

have lived in harmony and loved each other, we have not taken the time to reconcile the past.

I don't have authority as an individual to decide to remove monuments, but we can have community conversations on what to do next and suggest. As we move forward, we need to schedule a Governing Body special working session to talk about it and share ideas on next steps and what could be a healing and reconciliation happening. And also to have a Commission of that caliber made up of people with backgrounds and expertise for that process and not elected officials.

Councilor Lindell said, "Take a deep breath. Everyone in the entire country has a brown nose over something. These are tough times. It makes it hard. We are not able to hug each other. I know we are a bunch of huggers and having these meetings by zoom means I miss seeing all of you. We will get through it. It is a gorgeous day, but we are in a pandemic. Be tolerant of others and -- I don't always understand what people are going through, but I respect them. Thanks for mentioning Pride. I did pride parades as a youngster and I just wanted to get them over with. Can you imagine? We felt endangered. We have come a long way and will keep going. We will get through this. Just take a deep breath.

Councilor Rivera announced that on Friday we celebrate our 27th anniversary. I wish my beautiful wife a happy anniversary. And on July 5, a happy birthday for daughter Emily.

Councilor Cassutt-Sanchez said we all recognize with movements of this moment and how many things are coming to a head. The incredible amount of ideas that come from my constituents is a wonderful mix of viewpoints. We know a lot of hard things are going on right now and coming together as a community and going forward is really challenging. Other people are holding values that are not our own. I have been working on learning that and committed to continue doing that listening. I am in the Anglo part of our community but understand the other parts of our wonderful community. Happy Pride Month. We can still celebrate. We have come so far; let's keep moving.

Councilor Romero-Wirth echoed the happy pride month and condolences to the family owning India Palace and being grateful for the help of the community. I just want them to know we are with you and recognize the deep pain and will help you move through it.

There were extraordinary events happening quickly in protecting the monuments and protecting the public and not always having time for a consensus decision. We have important conversations ahead of us and look forward to participating. We are ahead of our time in requiring face coverings. We have been out in front in doing the right things

and starting to see the importance of face covering and how seriously we are taking it. Let's keep bending the curve down.

Councilor Abeyta said happy pride month and recognizes the individuals who reached out to him on the events that took place. Some were happy, and some were sad. I agree with Councilor Garcia that we need to have conversations other than during campaign time. I felt the respect from them. Within my own family there was disagreement on it.

Councilor Rivera mentioned that on July 4 is Councilor Villarreal's birthday. He wished a Happy Birthday to her.

Mayor Webber introduced an ordinance on the procurement code with a fee schedule for the Land Use Dept. He is introducing the resolution in support of the conference of Mayors to combat bigotry. He also introduced an ordinance for an Economic Development Plan and an ordinance for E.D. for Las Puertas for a loan.

He commented that the last two weeks have been difficult and commented briefly on the things leading up to his emergency proclamation including threats of vigilantes and others causing trouble in Santa Fe. He noted a year-long process of the Caballeros and Fiesta Council working on reconciliation. A remarkable proclamation was signed by everyone those from the archdiocese of Santa Fe, governors of northern New Mexico pueblos, the Caballeros, the Fiesta Council, and the city of Santa Fe. Now, two years later, national events have transpired including Black Lives Matter and others that lead to Santa Fe's history. That was what was going on in the 24 hours that led up to his emergency proclamation. He said his goal was to avoid violence, he reiterated that no statute is worth losing a person's life. Statues are works of art and not necessarily reality. By putting them in safekeeping, he felt he was continuing the history. He thought it would set the stage for what would be a great conversation about truth and reconciliation. He thought this community has to and reconciliation in its DNA. Our wounds are much deeper than spray painting on the wall. There are people in our community who feel they are not welcomed. Yet they look just like us. And each one of us has been subjected to that in our own life. That has created a space for us to have dialogue. And we will end up with an opportunity for choice either to fall apart or stand together. And that is what he was anticipating.

16. **MATTERS FROM THE CITY CLERK**

There were no matters from the City Clerk.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended tabling the executive session to the next meeting.

EXECUTIVE SESSION

a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of Pending or Threatened Litigation, Including but not Limited to, a Settlement with the County of Santa Fe Regarding Payment of Certain Capital Costs for the Regional Emergency Call Center (RECC). (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

b) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Acquisition and Disposition of the Santa Fe Estates Property. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

14. Approval of a Settlement Agreement with the County of Santa Fe to Resolve Payment for Certain Capital Costs Pursuant to the Second Amended Joint Powers Agreement Between the Parties for the Operation of the Regional Emergency Call Center (RECC) and the Memorandum of Agreement (MOA) Between the City and the County for Public Safety Radio Communications Motorola Dispatch Consoles and Site Equipment. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

This matter was considered later in the meeting.

15. Approval of Amendment #1 to the Termination Agreement Entered Into Between the City of Santa Fe and Santa Fe Estates in December of 2019, to Extend the Duration of the Agreement. (Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

This item was heard later in the meeting.

EVENING SESSION - 9:03 P.M.

A-E. CALL TO ORDER AND ROLL CALL

The regular meeting of the Governing Body of the City of Santa Fe, New Mexico, evening session was begun by Mayor Alan Webber, Chair, Wednesday, June 24, 2020, at approximately 9:03 p.m. in Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

Present remotely at the evening session were:

Members Present
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Others Attending
Jarel LaPan Hill, Interim City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Carl Boaz, Council Stenographer

F. PETITIONS FROM THE FLOOR

Mayor Weber said Ms. Mihelcic has control of the meeting room and is in charge. There were 72 requests to speak and each would have one minute to speak.

Ms. Mihelcic explained the process. She would call out the speaker's name and unmute them to speak. Ms. Vigil will keep time.

Aaron Garcia said he is the President of Santa Fe Fiesta Council. A cloud has been cast over the City of Santa Fe. Racism is wrong but it is alive today as it was in the past. The Hispanics are faced with ethnic racism as well as attacks on their beliefs and religion. He asked City Councilors where things went wrong. Perhaps supporting those groups will bring destruction to our City as seen in the media, not allowing the community to have a

voice. With the removal of the statue of DeVargas, the recent events have sadly created division, anger, and hate. Our celebrations are not of rage, hate, disrespect of others. It is peaceful and inclusive to all people and cultures. One culture is not more important than another. Just like we cannot change the failings of our ancestors, their mistakes are not the fault of anyone living today.

A copy of the written testimony by Mr. Garcia is incorporated herewith to these minutes as Exhibit 2.

Elicia Inez Guzman said she is Chicano and born and raised here in New Mexico. She is the former senior editor of New Mexico Magazine. As a Chicano, she thanked them for the proclamation to take down these monuments to white supremacy. This is not her history and as they know here in Santa Fe, the Colonial City was built by a group of Native slaves, and by Spaniards. The history of our people is a mixed people and the history of Kit Carson is a racist history. She wanted to congratulate City Council, but as they move forward in a truth and reconciliation, she asked that they look at the current causes of gentrification; the current causes of what people believe keep them out of the Plaza, which people believe is not an inclusive space. She encouraged them to think about how the issues were unfolding now in terms of a lack of affordable housing and lack of failing to cap...

Amber Espinoza Trujillo stated she is disgusted with the way Mayor Webber and Renée Villarreal have created divisiveness in the City and the way that no one on the Council has bothered to publicly speak against their pathetic actions. They are condoning destruction of public property and putting the National Historic Registry at risk. They are making us, the Hispanics, the bad guy in a situation in which you, the Mayor, have no skin. We are descendants of Native American and Hispanic unions, not rape, nor genocide. We lived in peace and you listened to the most divisive voices around and has demonized the rest of us. She asked if they wonder why none of the elders and Pueblo leaders were at the rally. It was because they don't agree with it. They have Regis Pecos, a coached team member, who was kicked out of his Pueblo and two pedophiles, a mayor, and a priest, as their guides to ruin. You must be proud; you could have done so much more for the community you are supposed to represent. If you could have been honest and forthcoming to the groups you lied to, including the Fiesta Council and the Caballeros DeVargas, a real conversation with everyone would have gone so much further than the betrayal that many are feeling. You owe the Hispanics and those excluded an apology. Not that anyone believes you will be given it.

Amy Tischler said she is a business owner and mother of three. She has her entire life invested in this community. She wanted to voice support for the removal of the

monuments in our City, specifically the obelisk in the Plaza. She asked to humanize this issue for a moment and talk about the people directly affected by these monuments, and the words carved into them. It really hit home for her when an indigenous friend said she didn't feel that she could take her children to the Plaza without feeling assaulted. She said she has spent decades walking past this monument without really thinking about how deeply those words might affect someone's psyche, because they were historical. That perspective was brought into focus that the history represented in the monuments is a gigantic reminder to the indigenous people. They were considered savages to be defeated on their own land. And not only that, but to this day that sentiment is celebrated with a monument. She asked how they can invite community to gather together to celebrate and eat pancakes, listen to music, and create our texts while at the same time subjecting the indigenous community to that constant racist reminder. There is absolutely a positive path forward when it celebrates what are our respective cultures have created for the betterment of our community as a whole. I have personally worked with many of our cultural institutions...

A copy of the written petition of Ms. Tischler is incorporated herewith to these minutes as Exhibit 3.

Mayor Webber asked if the connection was lost or they ran out of time.

Ms. Vigil said she ran out of time.

Mayor Webber reminded people with written statements in addition to their spoken statement to submit them. That will be included in the record as a comprehensive set of minutes of all of the comments received tonight.

Artisimo Romero said he is from Santa Fe and is a Norteño, a northern New Mexican Chicano raised on the south side of Santa Fe. His family, the Romero's have been in Santa Fe for as long as they can remember and mestizo people, their culture, is a direct product of the Colonial violence that created this City. Some have characterized the removal of the war obelisk as a threat and an erasure of his culture. That is simply not true. His people have been threatened, but not by historical accountability. They have been threatened by gentrification that segregates them from their own City into the edges of the south side, where they experience nationally unprecedented levels of child poverty. So, in light of those real threats of cultural erasure, it disgusted him that people have used his culture and his people as an excuse for the oppression of indigenous and First Nation cultures. The Obelisk is a symbol of ongoing racial violence and it is not something he, as a Norteño will ever feel pride in. He urged people who were new to Santa Fe and those who have lived here longer than he has, not to use his culture to cloak their racism.

Benjamin Davis said he lives downtown in Santa Fe. He wanted to say in light of everything going on, he wanted to talk about what Councilor Mike Garcia said earlier. One of the prevalent feelings right now is the ongoing pain of all of the communities involved in past oppression and past grievances. They are still feeling an ongoing sense of the vividness of those oppressions and racism. He thought it was the least we could do as a community to understand that pain and to start that conversation by acknowledging the pain and look at what action could start the healing of the people of these communities, especially the indigenous communities. He also sees the racism that white people have. He thanked them for allowing him to speak.

Charles Streeper, 3228 La Venida de San Marcos thanked the Mayor and City Councilors for all they do for the City. He grew up near the Plaza. He listened to the Mayor's proclamation and thought it very uniting. He thanked the Mayor for the explanation of why he waited the 24 hours before taking down the statues. That was his main question tonight because in the Mayor's proclamation he had mentioned an evaluation of the statues. It discusses the Entrada-like review of them prior to removal and then suddenly they were gone, or they attempted to remove them. It would have been nice the next day to have heard the 24-hour discussion of what inspired the Mayor's decision. That could have helped him the following day understand as a Santa Fe citizen why that happened and why it was a major concern from a violence perspective. He could understand the Mayor not doing that because it would have brought violence. He gets that and he is sad to see it go, but he also understands now as a local, why it needed to go. He would like to see it ....

Cecile Lipworth, 121 Michelle Dr., said she supports the Mayor and Councilor Villarreal in their decision and appreciates the rush. Change comes fast at you in these times and the decision to protect people's lives is more important than concrete and monuments. She said to address a reflection of her own history, she grew up as a white South African during Apartheid. She left South Africa in 1997 after the Truth and Reconciliation Commissions had taken place. As a white South African she felt hideous and terrible about what had happened. But she was also complicit in being that person. She thought it important that they listen to the indigenous women who came forward, Three Sisters. She appreciated that they came forward and had a conversation with the Mayor and took it to a place where there was a moment...

Cecilia Pacheco, 135 Nine Mile Rd., said she was born and raised in Santa Fe. She wanted to say initially when hearing about the current events happening, that she was angry at Mayor Webber. She did not think he had the place to do what he did. But now in listening to the discussions she understands why he took such quick action. She believes that going

forward they need to listen to the community voices; they need to have community discussions. A lot of different people, communities, cultures, and histories that need to be heard. She would hate to see people's voices not be heard regarding their history and it is important to listen to what people say. She appreciates the conversation today and hopes to be involved going forward.

Maria Christina Montoya, 47 Sunset Trail West, and is a graduate of Capital High School and she was glad this ran late because her kid just graduated from Santa Fe High School. She is an educator and a social worker and a 1994 Boys and Girls Club Youth of the Year. She said she was the second female to become the Youth of the Year. She wanted to talk about their youth and will absolutely write a letter. She said it is not okay that the youth feel they can only check one box when it comes to their culture, their race, and their ethnicity. They can be proud in one aspect of their culture but not another and be shamed by another aspect, regardless of what that is. That is what we are doing. Their actions as a City are raising the life condition of their youth. She asked what we are going to do about financial literacy, home ownership, true education in their history. That is what she is concerned about. She is also a certified Juvenile Sexual Offender Therapist and this shaming - we are not the sins of our ancestors. There has to be a point where we stop punishing everybody for what happened in the past. That is what she is passionate about now. They are rehashing things that their ancestors, even in the last century and the last decades did a lot to make atonement and reconciliation. Doing what the Spanish crown has come here to do.

Claudia Chavez, 95-A Cedar Road, said she is in the City of Santa Fe Plaza Artisan Program. Originally, she was going to ask Mayor Webber not to close the street, but since that passed, she invited Mayor Webber to spend time with her at her space on the Plaza. He could really see what tourists have to say. Their concerns for her culture; the shops are overpriced; they question the authenticity. She asked that the Mayor visit her to spend time, open his eyes and hear for himself what the tourists are really saying. They have great talented artisans in their program. Every year she has asked the City to recognize their program, such as a mention it in the City tourism guide. Every year she has asked and there's never been a mention of their program. Tourist come upon their program and are surprised. They have no idea and are so surprised and think it is a great market. But the City - they hear whatever. People are talking about offensive things these days. What she finds offensive is an $800,000 price tag on a Casa next to her mother's house downtown. That is offensive to her.

Dani Katz said she prepared a two-minute statement and would thank them to give her the time to complete it. The lockdown the virus inspired, along with the media's 24/7 fear mongering, has traumatized our community. In addition to the very real economic

devastation that has endured, there is a matter of the emotional psychological trauma exacerbated by the unlawful mask ordinance. In addition to being unconstitutional and dangerous to our physiological help, this mask ordinance is destroying our social fabric. People who choose not to wear a mask, either because of medical issues or personal choice as self-responsible sovereign beings, are being shamed, harassed, bullied, filmed, and ratted out to cops. This mask ordinance is destroying our quality of life and fragmenting our already traumatized community. Healthy young people who are being forced to wear masks are clearly miserable. Community morale has plummeted, and tensions are already extremely high because: 2020. And this divisive and unconstitutional mask ordinance is only exacerbating that. I know many Santa Fe residents who...

A copy of the two written petitions of Dani Katz is incorporated herewith to these minutes as Exhibit 4.

Mayor Webber again mentioned if the statement is written out, to send it to the City.

Ms. Mihelcic noted for those who have already spoken they could leave the meeting if they wished.

Drew Lenihan said he is 30 years old and a member of the Art in Public Places Committee for Santa Fe. He was here to speak in solidarity with the action that took place last Thursday on the Plaza. He came to demand that the Mayor remove the remaining monuments for the community that have not been removed, immediately and swiftly. It is a public safety issue now. There are armed Homeland Security personnel surrounding the courthouse. That is not the Santa Fe that any of us want to live in. It is time to remove the monuments. They need to do it and not repeat the history of broken treaties and broken promises to the Native American community. Lastly, he would add that if any of these Councilors celebrating Pride are not considering defunding the police, they have absolutely zero right to celebrate Pride. Pride is a celebration of a riot for the liberation of our lesbian and gay...

A copy of the written petition of Drew Lenihan is incorporated herewith to these minutes as Exhibit 5.

Andrea Romero said she was born and raised in Santa Fe. It was heartbreaking to see what happened in the Plaza. Every time she has gone to the Plaza it is always a beautiful and special place to everyone from Santa Fe. It is the heart of Santa Fe and to see it in the way it was, was very sad. It is hurtful for all the communities, whether Spanish or Native, because it is special to us. There needs to be a better police presence there to protect the historical area of the City. If the Mayor is putting together a committee, it needs to have

community involvement that should include locals from Santa Fe. That should be posted so everyone that wants to be involved can get involved. They need to have the discussions to preserve their history and continue their culture.

Fabiola Hartford said she sent the Mayor a communication as well as the Councilmembers on the same day he signed the proclamation. She thanked the Council member who had the decency to respond to her, the only council member. She wanted to be clear about two things: The monument, the Obelisk is an atrocity, and the marble has to go. First because it is a semantic mistake that led to the attack of the Indian community. Because they are not Indian, they are indigenous. Second, for the rest of the monuments you cannot touch Hispanic heritage, it is cultural genocide. If you, Ms. Villarreal, don't know anything about it, you should learn about cultural genocide. And how to intervene in a crisis and how to help indigenous. If you think by removing the statues you are going to fix the damage that was done to indigenous communities by altering their development in civilization and forcing them to adapt to a culture that was not theirs. Then you are mistaken.

Emily Stern said she is an educator in Santa Fe. She was going to read a portion of her prepared statement and send in the rest. The pandemic positive thinking, she wanted to say in advance, that she is grateful to each of Santa Fe's leaders to continue to include community input. And for leading them into and through this unprecedented opportunity toward truth and reconciliation by removing statues that uphold violence and hatred. Maya Angelou has said that, *"Prejudice is a burden that confuses the past, threatens the future, and renders the present inaccessible."* She is fortunate to be a teacher in Santa Fe. As a professional she feels the personal responsibility to participate in movements that support all students and young people, a.k.a. the future. She has had the opportunity to read and witness students feelings, thoughts, and words about what it is like to be in the presence of an object that is uplifting the very idea, or person that tried to kill them in their communities. A problem with the statues is that they hinder the tender experience and process of learning. Learning in both my opinion and research suggests it occurs when one is not actively traumatized.

A copy of the written petition of Emily Stern is incorporated herewith to these minutes as Exhibit 6.

Noah Thomas Harris said he is a student at St. John's College. He said he would admit he is a bit of an outsider on the issue. If they already believe that the place for a Confederate statue is in a museum and not a pedestal, then they already understand that by having that statute up on a pedestal, it is not remembering history. They are celebrating an oppressive regime. He is asking them to apply that same logic to the Obelisk. He was

amazed that no one had pointed out yet that the Obelisk has the word "savage" etched into it, or it used to. He Did Not think that refers to white people. He asked if that was referring to white people, he is really asking, because if it was, that is shocking to him. So, if you don't remove the Obelisk then you are in the same boat as Mississippi. That is not...

Flora Natalini said she came here today to stand in solidarity with the Three Sisters Collective and the indigenous population in New Mexico. She fully supports the removal of all of the statues in town. By not removing the statutes, the community of Santa Fe is making a choice to celebrate and encourage the stealing of indigenous land and the killing of indigenous people. Through the removal of the statues they can begin to cultivate a new path toward healing for the indigenous people and our community. She thanked them for the time.

Gary Delgado tried to speak but had technical difficulties with the audio. [He returned later.]

Gregory Ross said after the amazing and passionate speech by Councilor Vigil Coppler and Mike Garcia, he was astounded to see Councilor Lindell stuffing herself with ice cream and seemingly having zero concern about this 400-year-old issue the City has. The Mayor has done an amazing job to bring together these disparate communities. He said he had been highly offended by Councilor Lindell's behavior. Moving forward, the City has done so much to forward and bring the communities together. It is sad to see us being influenced by outsiders, people who do not live here. And to see Santa Fe being influenced by people whose communities are not from here and by their perspectives, which he does not believe is relevant to the current situation.

Stefanie Beninato, PO Box 1601, Santa Fe, said even hearing your justification for your 24 hours prior to your action, she did not hear anything about the Obelisk. She thought it should have been obvious that you couldn't have moved it. It deserved some protection other than an attempt to try to remove it in the middle of the night without any public hearings on whether it should be removed or changed. As an historian, she decries procantism. She would like to see the Plaza Obelisk remain with the addition of a statue of the man who had chiseled out the word *savage* as he was doing just that. And then have it surrounded by whatever types of demonstration of reconciliation, education that wants to be there after public discussion and consensus. She thought it would be a powerful visual to contain a statue or a memorial to war, and then have it contained by a reconciliation and peace. She also understands that Lisa Roach...

A copy of the written petition of Stefanie Beninato is incorporated herewith to these minutes as Exhibit 7.

Gary Delgado said he is with the Caballeros DeVargas in Santa Fe. The abrupt removal of the statue in the wee hours of the morning was not expected, nor the attempt to remove the Obelisk. The removal of these historic statues is not the answer. The Caballeros DeVargas organization has been together since 1956. Their main goal is to honor Our Lady of Conquistadora and Our Lady of Peace. A promise made, a promise kept, has gone on for the past 307 years and we plan to continue that promise. There needs to be a halt to the senseless destruction that is affecting people's faith. And a stop to the few protesters from destroying what is ours. One day we will have the statue back and standing and have the full return of the City of Faith. Together with the problems, we will do an agreement where everyone knows and respects each other's things. He asked, are we then victims and victimizers, or are we descendants of individuals who found a way to coexist, even though some very challenging episodes. We are going to stay in this together.

John Block said he would testify in regard to the recent actions taken by Mayor Webber to remove historic landmarks across Santa Fe. He was born and raised in Santa Fe and these statues, especially the one of Don Diego DeVargas, mean more to him than simply a statue. These statues which symbolize their shared history, are a reminder to us of the struggles Santa Feans have been through in the past. How together they have overcome their challenges. Through their grassroots efforts they have been able to collect over 2000 signatures against the Mayor's removal of such monuments. He could see no reason why they couldn't preserve both Spanish and indigenous artwork around the City. In doing so they would not need the Truth And Reconciliation Commission. He did not believe such a commission is the most imminent issue that the City should spend its valuable resources on, especially during Covid 19. If we begin to tear down our history now, then when will it end. As a civilized people we should be able to respect others and cultures even if we disagree with them, showing tolerance and respect. He said he appreciated the opportunity to address this body and hoped to be a resource in the future.

A copy of the written petition of John Block is incorporated herewith to these minutes as Exhibit 8.

Jessica Lucero said she is here to discuss the honesty and transparency of moving the statues. We look at this as a movida and asked how we can move forward from this huge perception of a lack of trust. She said, Mr. Mayor, you were dividing and requiring Spanish surnamed individuals to be accountable for the political environment from 1693. But you cannot look past your Machiavellian political agenda to seek a higher ranking official. She asked on the destruction and revenge organization, if you have asked them what they want and their final purpose for what they want after they get the statues removed. It is

heart sickening, both you, Mayor and Councilor Villarreal. She couldn't believe this had happened in this city - the level of destruction. But you could not focus on getting your audit in on time or fixing the Santa Fe Police Department's response to destruction and hate crimes. It took three hours to get there. How unacceptable. What are you going to do to fix this budget deficit impacting and putting food on the table for your City employees? Yet your focus is on moving statues. She said shame on you Villarreal and shame on you Mayor Webber because you ...

Kathy Rivera said she is a native of downtown Santa Fe, as were her ancestors. She is also a world traveler who has been to Germany. She has seen concentration camps and marveled at how Jerusalem survives as a city at the main center of three religions. She is opposed to removing a cultural item, based on a request of one small group - a group who does not respect previous government decisions. A group who does not appear to respect or have patience for proper due process. And a group whose leader will never be satisfied. The three statues erected to honor the Tesuque Pueblo runners were done in honor, yet Elaine Ortíz did not like where they were placed. And she said that the Pueblo government does not speak for her. They will never be satisfied. Their demands will never be met. No apology will ever be enough. If you want to show that Santa Fe can be better than the rest of the country, show that no one and no group...

A copy of the written petition of Kathy Rivera is incorporated herewith to these minutes s Exhibit 9.

Laura Barela said she grew up in the historic district of Santa Fe and graduated from NMSU and married her boyfriend in second grade. They both grew up in Santa Fe and she could speak for both of them that they embrace and do not see any differences in their Native brothers and sisters. They shared the same foods; they grew up together, she doesn't understand. She is coming to them as a mother with 7 children and five grandchildren and one on the way. Her history goes back generations. She has Native, Hispanic, Spanish, and Anglo in her blood. Her grandfather owned the trading post in northern New Mexico. She is confused. She understands now about the quickness of doing what he [the Mayor] did. But she also commends Councilor Vigil Coppler and Councilor Mike Garcia for speaking up that to say they were not included in the decision that occurred. The Obelisk...

John Byers, 2410 Calle Contessa, said he wanted to express dismay at taking down any of the historic structures, statues, and cultural icons. That amounts to pampering to mob rule. The way and manner in which this was done clearly demonstrates cultural insensitivity and an unwillingness to have discussion, discourse, and debate. Removal of a statue by unilateral decision when done in a vacuum, is tantamount to boss rule and

not a democracy. Let's go by the rule of law instead of mob rule. Let's protect and defend the City property and perpetuate cultural unity, instead of inflaming the passions of hate by polarizing racist and ethnicities. The Mayor said that the Indian house was much more than concrete and mortar, yet he does not accredit that to any of the statues. His creed is not a question of whether you like it or not, it is a question that you learn from it. Thank you.

Karla Moya-Crites said she is from Santa Fe and wanted to read a letter she sent to Mayor Webber to the Council members. "Your actions to remove certain statues that represented the Spanish race is despicable. Your actions have created division in a City that once represented multicultural living as one. I am a fifth generation Santa Fean. In 1964 my father portrayed Don Diego DeVargas in the Fiesta de Santa Fe. During this time Santa Fe was a celebration which both Native Americans and Hispanics came together to collaborate in peace between both groups. I am disappointed that many Hispanic people and those who believe they are educators don't know the history of New Mexico. I am angry because for years I have sat back and listened to how the Native Americans were treated and tortured without mentioning what the Natives did to the Spaniards during the Pueblo Revolt in 1680 led by Popé, a medicine man from San Juan Pueblo who led the Indian revolt. My people, my ancestors were murdered in the uprising against the Spanish colonizers and the prominent Hispanics of Santa Fe. The Pueblo Revolt killed 400 Spaniard men, women and children..."

Joshua Driscol, 1819 Hano Road, said in thinking about discussions around unity, and progress and re-conciliation, he wanted to draw their attention to the history of the Obelisk. He did not believe the Obelisk should be left up. He would like to remind the Councilmembers and the Mayor of the inscription on one side of the Obelisk. It reads, *"To the heroes who have fallen in the various battles with savage Indians in the Territory of New Mexico."* He believed that is vulgar and slanderous to the indigenous populations here in Santa Fe. The Obelisk in the Plaza commemorates stolen land and the slaughter of indigenous peoples while celebrating colonization. Regardless of how this affects you, he hesitates to call it a monument; as it is viewed today, its historical context cannot be ignored. He said he is a district one voter active in Santa Fe. He said he would not vote for someone who allows the statute to be left up.

Ronald Trujillo, Santa Fe New Mexico, south side resident, said he thought he and the Mayor had had their discussion about what happened the other day. He was saddened that once again the Hispanic culture here in Santa Fe is coming under attack. As someone who portrayed Don Diego DeVargas for Fiesta's, he was not ashamed of that. It is part of his culture, part of his heritage and part of the tradition of a true Santa Fean. There is a few on the City Council who always wave the flag de la gente. Well now that you are, we

need you to stand up. Where are you? It is a shame this is happening in our City. He has never seen this happen before and it is disheartening. He addressed the Mayor: you say that you do want to put together a task force. And I hope that you do put together a task force to have these discussions. He believed that is exactly what needs to happen. When these obelisks, etc., when DeVargas was moved in the middle of the night, that discussion didn't take place. He thought that was what a lot of people in Santa Fe were most bugged about. That there was no discussion. In the future when you have these discussions, he hopes that all stakeholders are able to come to the table.

Marisa Frantz said she is here to strongly support Mayor Webber's emergency proclamation removing the monuments. She thanked him for acknowledging the historical context of this moment. We cannot continue to support these symbols of oppression and hate. She urged the Councilors to also acknowledge the broader movement happening around our City, our State, and the country. Statue removal is important of course, but as Councilor Villarreal said, we must continue this critical conversation and perform a full reconciliation of the continuing economic violence and structural oppression of the indigenous peoples of New Mexico. Ms. Frantz said she would also caution Councilor Vigil Coppler against focusing on the treatment of monuments rather than the treatment of human beings. She did agree with her that the timing of the removal of the monuments was off. The monuments should have been removed a long time ago.

A copy of the written petition of Marissa Frantz is incorporated herewith to these minutes as Exhibit 10.

Miguel Gabaldon said as a lifelong resident of Santa Fe and multiple generations of ancestors who lived in the historic part of Santa Fe for the past five centuries, he is speaking on behalf of his immediate family and relatives. He respectfully requested the City not make any hastier decisions regarding removal of cultural and Hispanic references in Santa Fe. For the past 54 years he has learned about the reality of the conflicts between the Spanish settlers and Native Americans. As well as the conflicts brought upon Spanish settlers and Native Americans by the Anglo settlers who came from the United States. What it has done is open his eyes to realize that all of America's history, to quote Mayor Webber, "has a dark and bloodied past." Not just Santa Fe and northern New Mexico. He grew up with Hispanic, Native American, Anglo, and African American children here in Santa Fe. We all got along with each other just as St. Francis of Assisi prayed, they would. Despite the diversified cultures and histories, we all stayed in Santa Fe and made it The City Different. In order to stop the tearing apart of our great City that has taken place in recent weeks, he asked that they not move forward with any further removal of public displays of their Hispanic culture without going through a thorough review process.

Rick Martinez, 725 Mesilla Rd., said he sat on the Plaza Task Force through all of the meetings, he was on the Plaza Roundtable Committee, and was part of the Downtown Vision Plan. He knows the history of the Plaza and how things work. He was very disappointed with the last item about the closure of the streets and that it was put on the Consent Calendar. That should have been a public hearing where everyone could voice their concerns, and about the monuments, too. These task forces were diverse groups of people. He thought if they're going to move forward, they need to bring the task force back. They need to get a better voice of the community and have something that could advise the Mayor and the Councilors. Without the task forces, a lot of the history will be gone. On the last item, no one knew the history. He thanked Councilor Garcia for realizing there was a history behind the closure of the Plaza. He hoped in the future they can get more local people involved and more diversity and have a better conversation.

Poppy Wilder said she wanted to call to support Mayor Webber and the emergency proclamation. She wanted to make a few points. First, she doesn't think the Obelisk and its inscription is a good focal point for the City. The Plaza is the tourist center and where most people out of State, out of country, go. It is a horrible precedent to set to have that there with the inscription. There should be something to show what Santa Fe is and she does not want something that creates diversity as a focal point. It is not beneficial to the City. In addition, they may have educated themselves and as people have moved here and care about the City, there are some who come to Santa Fe that do not educate themselves outside of what they see. And not educating themselves more, adds to the racism, even outside of our own community. That is a big thing to remember. In addition, she hears a lot of anger from the people who want to take the monument down.

Tiana Skordilis, 4305 Calle Andrew, said she is speaking in solidarity with the indigenous community of Santa Fe County in greater New Mexico. She supports the permanent removal of the old Obelisk in the Plaza, the Kit Carson obelisk in front of the courthouse, and the Don Diego DeVargas statue. Monuments such as these are constant reminders of the colonization and the genocide of the indigenous people of our community and that they have suffered. And they serve no purpose other than perpetuating a symbol of oppression and white supremacy. Rather than discussing the validity of racist monuments we should be discussing reparations and how we can celebrate Santa Fe's indigenous community.

Sascha Anderson, 149 Alamo Drive, said she first wanted to thank the Three Sisters Collective as well as indigenous activists throughout the years for their work. She thanked Mayor Webber for his swift action to remove the monuments that continue to inflict trauma upon indigenous people. She is a member of the Choctaw Nation and wants you

to know she descended from survivors of the Trail of Tears and also of European settlers who came to the United States in the 17th century. She is both the colonizer and colonized. She knows what it means to value heritage, however, is troubled by what it means to see physical manifestations of honor to those who have tried to destroy you. In the Sermon on the Mount, Christ said, "Where your treasure is, there your heart will be also." Monuments are not where we learn history. They are physical manifestations and resources of treasure that show where we, as a community, value, and revere. Let us put our treasure where our hearts ought to be, with those most marginalized in our communities, and not in the glorification of violence against indigenous people.

Ms. Mihelcic explained how to sign off after speaking to make space for others on the panel. To continue watching the meeting she directed them to YouTube to the *santafenm.gov* website.

Tomás Baca Rivera said he is the past president of Caballeros DeVargas and a Fiesta Councilmember and he has portrayed Don Diego DeVargas. He said they have seen the dismantling of their culture and traditions and where this ends, only God knows. He is here to state that neither he nor any member of the Caballeros ever agreed or hinted at taking down the statue of Don Diego DeVargas. When we gathered with you for two years along with Pueblo representation to solve the question of the DeVargas ceremony, we never agreed to do anything like that. Yes, there were mistakes made on both sides Spanish and indigenous, three centuries ago. But we have managed with the grace of God to live in peace for that time. He said he was deeply saddened and disappointed that the Mayor instead of uniting cultures has begun to divide us. The Mayor has taken us backwards from the hard work during his last two years he served as the president of the Caballeros. The Mayor did not listen to a single thing they said about why they celebrate Fiesta. The Mayor has been to his home at the Pueblo for Pueblo Feast days and has seen the uniting of cultures as he lives on the Pueblo of Pojoaque with his family. He asked how he could live on the Pueblo and celebrate violence.

Melissa Mascareñas said she is the immediate past president of Santa Fe Fiesta Council. She stated to set the record straight, we never agreed to any removal of historical statues in our community. History is history. As Hispanics we lost a lot when we retired the Entrada and replaced it with the community celebration. She feels betrayed by the Mayor and Councilor Villarreal. For the Mayor to stand on the Plaza stage with the Three Sisters group and celebrate such a horrible action was very disrespectful. She respectfully asked the City Council to overturn his decision and that City money be used on purchasing a statue of the two runners from the Tesuque Pueblo. It is important to remember we are a multi-cultural City and we all matter. No group is better than any other and we should be treated that way. Thank you, Mr. Mayor, because of your actions you have given us

the strength we need to never ever give in. We deserve better and I want to thank Councilor Vigil Coppler and Councilor Garcia for standing up for the community.

A copy of the written petition of Melissa Mascareñas is incorporated herewith to these minutes as Exhibit 11.

Steven Gonzales said he lives in Santa Fe and grew up here. He said the Mayor mentioned that we are all supposed to take a breath and yet he did that after he had already removed an important piece of our history. The Mayor is failing to recognize that the people whom he is in league with, the Three Sisters and the Red Nation, are extremists. Look at their websites. They say that this is stolen land; that they want repatriation and decolonization. What they are saying is that they don't want us here; that they don't want anyone else here. Which is what Popé did right before he killed 400 Spanish people simply for being Spanish. Popé sits in the US Statuary Hall. He said he was sure that a lot of Indians don't see him as a symbol of hate and violence. But that's the same thing. They have other reasons they see him differently. But Hispanic Santa Feans see DeVargas differently from how Natives see him. So, you have poured gas on a fire and you bought into this false dichotomy that the continued presence of the statues is somehow inconsistent with reconciliation. He asked that the Mayor revisit that mistake.

Lauren Stutzman and she lives in Cerrillos, but she owns a business in Santa Fe. She is new to New Mexico; she is been here since 1985. She wanted to voice her enthusiasm for reimagining our historical monuments. She thought everyone would be better served if we include an accurate depiction of what really took place at Ohkapogay. Rather than giving into a false narrative regarding benevolent European colonialism. Santa Fe has appropriated so much indigenous culture. And yet we seem so reluctant to pay even the smallest celebration through monuments built by honoring Pueblo people, who are the original citizens of this land. Use Norteño historians and Pueblo historians to identify those from the past who were neighbors, friends, teachers, and healers. Build monuments to them instead of the government officials, bureaucrats, and genocidal maniacs.

Mark (no last name) said he is a many generations-deep Santa Fean. Across the country, now in Santa Fe, the mob is trying to destroy America's connection to our history and foundations. They want to wipe that out and rebuild this country into a socialist utopia. He is concerned about the Mayor and the governor caving into the mob. He asked what is next the Cathedral; how about Mount Rushmore; universities, Duke, Yale, and Stanford; what about the Apache helicopter; the Masters Golf Tournament. It is a slippery slope to purge everything that hurts someone else's feelings. The mob starts at monuments then memorials, on to universities and then straight to the founding of the country. And then

you have to get rid of the country because the founders were white supremacist and racists, according to the leftist mob. About the Obelisk and the India Palace, they are both hate crimes to me and permitting lawlessness will lead to more lawlessness.

Samuel Villarreal Catanach, 55 Corona in the Pueblo of Pojoaque where he directs his community's Language Department and serves on the Tribal Council. He said all of his family is from northern New Mexico, his father's family is from Santa Fe. He attended St. Catherine's Indian School and his great-grandfather built his home on Acequia Madre by hand. A place in town now where no one he knows can afford to live anymore. Although he does not currently reside in Ohkapogay, the City now known as Santa Fe, he spends much of his time in the City, especially downtown. A city that heavily caters to mostly white, wealthy, out-of-state people for its Pueblo, Native and Hispano aesthetics, and history. It would be unconscionable to continue to keep monuments that hinted at racism, hate and murder in a place and time of vast change like we are experiencing in the world today. The City must remove all monuments that celebrate the killing and domination of any group, and instead work to tell the true history of all of our peoples, the good and the bad. Gracias.

Krystle Lucero said she lives off of Agua Fria and is a proud Santa Fean. Our history is a rough road, but we have managed to come together and live side-by-side for generations. Sadly, recent proclamations and covert destruction of public property has occurred at the hand of our government. A government that should have openly hosted a discussion and sought input from Santa Feans, the voters. Decisions like this feel like back alley deals negotiated by a Patrón. Santa Fe is frequently viewed as progressive so why then has this regressive behavior been. She said the Mayor was elected to represent us. She asked what is going on. His lack of leadership is caused anxiety, frustration, and distress. Shame on you Mayor, your job is to lead not create chaos. You represent us all, not just a few. If we wanted autocratic leadership, we would all live in a communist country. Your lack of leadership in action has signaled to some that they can do whatever they desire. This City is strong. She said prove us wrong and prove to us that you are worthy leaders.

A copy of the written petition of Krystle Lucero is incorporated herewith to these minutes as Exhibit 12.

Scott Bigbee, 1018 Don Juan St., said he was born in Santa Fe and his grandparents came in the 1940s. These monuments and where they are located are disrespectful to the indigenous people who live in and visit our City. The Obelisk stands directly across from the Palace of the Governors where Native people sell their jewelry and crafts as an icon of the City. How degrading it must be to face this thing which glorifies the destruction of your ancestors. Up the street is the IAIA Museum of Contemporary Art. Since 1992 it is

the only museum of its kind in the United States. In 2006 the monument to DeVargas was erected directly across the street. DeVargas in bronze, faces viewers holding a lance and behind him is a metal fence, and behind that is the IAIA Museum. As if the so-called "savages" are once again safely locked up and under his control. Three blocks away is the U.S. Courthouse. The monument seems to indicate that the ideals of Kit Carson are the current ideals of the federal government. These monuments do not represent our City and should be removed as promised immediately. This is Tewa land...

Oliver Hillenkamp, 507 Kathryn Avenue, said he grew up in Santa Fe and wanted to voice his support for the Three Sisters Collective, the Red Nation and other local indigenous organizations and people who have called for the removal of the Plaza Obelisk for many years, not just now. As a settler on stolen land, especially as a white settler, he believes he has the responsibility to stand behind these calls for the removal of monuments that glorify genocide. He encouraged other white people to use their privilege to support indigenous leadership and to question the power structures that unfairly benefit them.

Seneca Johnson said she is from the Muskogee and Seminole Nations and lives on the south side of Santa Fe. She is sick of seeing statues that celebrate the atrocities committed to indigenous people. And to see those statues looked on with pride by some, even when they are painful reminders to others. Seeing the statues being removed seems like a step toward mutual understanding of our shared history. We can't change the past, but we can control how we recognize it. Taking down statues isn't about rewriting history, erasing the memory, or blaming Hispanic people. It is about making a space for everyone in Santa Fe. It is about the acknowledgment of the cruelty we faced as indigenous people today. It is about healing and respect and not a one-sided retelling of history. Indigenous people and other residents have been upset by these statues for years. These statues don't celebrate anything other than colonization and genocide. That is their only purpose and they are divisive. We don't need a racist statue to remind us of New Mexico's history. We should be taught this history in schools and museums and not reminded of the vicious slaughter when walking through downtown with our families. We are calling for a safe space to exist. She stands in support of the removal of the Obelisk and other racist statues and calls on all of you to do the same.

Virgil Vigil said he liked the history from some of the people. To fixate on the Pueblo people led by Popé and other Indian leaders that tried to drive the Spanish colonists out in an uprising war, 21 Franciscan priests and hundreds of men and women were killed. In fact, the priests were tied onto horses and dragged through the streets until they died. The San Miguel Mission Church was set on fire. A courageous woman rescued a wooden statute known today as Our Lady of Peace. The Indians drove the Spanish settlers south to El Paso Del Norte, known today as Juarez. We would not be here today had this horrific

event known as the Pueblo Revolt, not occurred. Now over 400 years later, a group of individuals with the help of the Mayor are removing the past of our history in Santa Fe. It first began with the removal of the Entrada, then the removal of the Fiesta royalty visiting the elementary grades during Fiestas. The removal of the Spanish fresco at the north end of City Hall and now the removal of Don Diego DeVargas. The community must take a stand and say no Mas. The Mayor says he is worried about what happened but what he did was wrong.

Alissa Lujan-Blea said she was born and raised in Santa Fe and a multi-generational resident of Santa Fe. Everyone has heard the concerns regarding the division. And you can hear it directly tonight, the division that was caused here in Santa Fe. She wanted to propose what the Mayor has stated, to gather together. They need to find ways to come together as we were in the past and heal and reconcile what Spaniards did to indigenous people 400 years ago. And what the indigenous did to Spaniards and Catholic priests many years ago. We need to come together and unite and not be divided by outsiders who don't understand the rich culture and history of Santa Fe, of the City Different. We need peaceful discussions. This Three Sisters group - if you go on to their webpage, if anyone disagrees with them, they violently harass you and call you names.

Valerie Brooker said she wanted to address the issue of the Obelisk. On the panels are voices of the time, acknowledging a union victory on some. By silencing these voices, what do they gain unless they hear other voices for a complete narrative. The destroyed panel could be replaced by an acknowledgment that the Obelisk rests on Tewa land. It could cite the contributions of those and other Pueblo people to New Mexico's history, culture, and heritage.

A copy of the written petition of Valerie Brooker is incorporated herewith to these minutes as Exhibit 13.

Bianca Sopoci-Belknap, 525 Katharine Ave., said she was born and raised in Santa Fe in Ohkaypogay Tewa territory. She is speaking as someone who loves this place for family. It is the only home she has ever known. Even while the mountains and skies have raised her and now raise her sons, she recognizes that she is a settler and a guest here. She is here tonight to stand in solidarity with our indigenous community who has called for an end to the glorification and celebration of conquest in our community. Last Thursday's Three Sisters event was one of the most beautiful and powerful community gatherings she had ever had the honor to take part in. Red Nation members held a sign in front of the stage that said, *"Celebrate resistance, not conquest"*. What a beautiful invitation. She asked if we could learn to celebrate resistance and resilience, not conquest. How profoundly different our world will be if we could embrace that shift. We don't want to

erase history, we need to lean in and face not only the legacy of Spanish colonization, but of Anglo colonization. And as we do that, we need to look at the threads of diversification that create the real fear of displacement and erasure.

David Sloan said he was a District 1 resident and born in Santa Fe and lived here all his life. He thanked them for doing the proclamation to remove the Obelisk of Kit Carson monument and Don Diego DeVargas statue in Cathedral Park. He was born and raised here and is glad to know that indigenous grandmothers, grandfathers and ancestors who vendor on the portal who recognize the historical context of Pueblo ancestors being executed on the Plaza, will not have to look at the monument that calls their ancestors savages. Across the country they are reconciling the history of these false idols. Thank you for understanding that these monuments hurt our community. Let's work toward an indigenous education center where it can teach us all how to live in a local economy and local food community.

A copy of the written petition of David Sloan is incorporated herewith to these minutes as Exhibit 14.

Valentine McKay Riddell and the founder of Orenda Healing international Center, said she supports the removal of the Obelisk. While there is historical argument for leaving them up, history is always written by the conquerors. The Obelisks do not reflect what actually happened and instead applaud the "valiant actions" of Anglo and Hispanic military commanders who enslaved, tortured, and murdered thousands of Native Pueblo people in New Mexico. This sadly is the true history and the Obelisks are painful reminders to our community. Especially to Native members of our community, of a time and actions that deserve no praise, but instead demand remorse, retribution, and re-conciliation as we move forward.

A copy of the written petition of Valentine McKay Riddell is incorporated herewith to these minutes as Exhibit 15.

Maryann Maestas said she is Hispanic and grew up in Santa Fe. Growing up, the Fiesta Council went to her school every year. And she would get really excited to see the Council Fiesta parade. She took many trips downtown and spent a lot of time at the DeVargas and Obelisks statutes. She could tell them that she learned nothing about the history of the State in any of those field trips or by looking at the statues. She has learned more about the history of the City and region from the events led and organized by indigenous people over the last few weeks and have been taking place for years. She supports indigenous people and the regional caretakers of this land that the City was built on. She feels we can embrace our Spanish background, without figures of genocidal historical figures and

without detriment to the Native peoples who have lived here for thousands of years and have established history and culture. But they should be realistic, most of them are not descendants of the colonizers. She encouraged her fellow Hispanic neighbors and community members who are hesitant to embrace this move, to continue to learn about the places we call home.

Mark (one of six on the list) **Rodriguez** said he is a lifelong resident of Santa Fe. He came tonight with a heavy heart. His main concern is what we are showing our youth and what kind of future we are leaving them. We can change words on a monument to words like respect or understanding unity and peace, celebrating a choice for equality and a better human race. We need healing and reconciliation. We can be an example for the rest of the country if we do things right and conquer hate with love. We cannot create a circle if sides are being formed. I would like to apologize to Mayor Webber for any inflammatory comments on social media. That is not helping to achieve a solution and adds to the problem. History is to be learned by us, not to repeat it. Destroying and erasing history will not change it. We have a unique opportunity to change the course of this. He asked if they could stand together for a united Santa Fe?

Audrey Storbeck, 118 W. Berger, asked what happens when racists are running a supposedly anti-racist organization; what happens when Santa Fe doesn't have white supremacists, yet organizers join with local groups to make it appear so. What if it is not Trump people who damaged the India Palace? What if it is a throw? Who are Antifa and why are they paid so much money and why were they in Albuquerque? Why are they organized throughout the nation? Why is the plan to take down the entire country's history by one political party so it can be repeated, and no one dares speak up? What if slavery of all of us is the goal? She said she met someone last night who told her they had moved to Santa Fe from New York to be an organizer. They told her they are an organizer and an anarchist. She walked with them for three blocks. She said a lot more is going on nationally than is going on in Santa Fe. She is an Anglo and is watching all of this. She is for all the historic statues and our history to remain for all to see, and not be repeated. She said she is not for the Mayor or one political party to unilaterally remove all of our history. Peace out.

Lily Sage said indigenous people are her community have taught her that these monuments to brutal mass murders, actively cause them harm. And when any member of their tri-cultural community suffers, we all do. The City profits off of and exploits indigenous people but affords them no basic respect. It feigns listening and placates. It does not ameliorate suffering or seek meaningful repair. Surely there are more venerable people to monumentalize than this genocidal maniacal rapist. Any of them, Kit Carson, DeVargas, Onate, etc. she asked why they are allowing it to be continuously vandalized

over and over. It is obvious that the people want it taken down. Take it down. It is shameful that any of these monuments still exist in public spaces. She said she feels the heebie-jeebies every time she walks past one of the monuments. She avoids them when showing people from out of town our beautiful City because of the shame attached to it. If you are serious about truth and reconciliation start making repairs now. Take down the monuments.

A copy of the written petition of Lily Sage is incorporated herewith to these minutes as Exhibit 16.

Ms. Mihelcic asked if there was anyone else had not had an opportunity to speak. [There were no others.]

A copy of the written petition of Virginia Miller is incorporated herewith to these minutes as Exhibit 17.

A copy of the written petition of Sunshine Muse is incorporated herewith to these minutes as Exhibit 18.

A copy of the written petition of David Quintana is incorporated herewith to these minutes as Exhibit 19.

A copy of the letter from Governor Robert Moya is incorporated herewith to these minutes as Exhibit 20.

Mayor Webber said he wasn't sure how to do a virtual Last Call, but if someone had signed up to speak and didn't have a chance or couldn't get technology to work, they could signal with their virtual hand. Now is the time, otherwise they will move forward and consider this the completion of the petitions from the floor on the agenda.

He noted the time as 10: 42 pm.

G. APPOINTMENTS

There were no appointments.

MEETING EXTENSION

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to suspend the meeting limit rule to allow the Governing Body meeting to go past 11:30 p.m.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: Councilor Villarreal.

H. PUBLIC HEARINGS

1) Request Approval of Amendment to 2019 Annual Action Plan Which Proposes to Use CARES Act Funding ($361,227) Provided by HUD to Partially Fund Operations at the Midtown Shelter. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 955-6346)

a) Approval of Budget Adjustment Request (BAR) to Increase Revenues in (24-2750.490520) (CDBG) by $361,227 and Move Funds to Expenditures (24-2750.510400).

b) Approval of a Professional Services Agreement + Project Budget in the Total Amount of $361,227 of CARES Act Funds for Providing Oversight and Management of the Midtown Shelter; New Mexico Coalition to End Homelessness.

Ms. Vigil read the caption for the first public hearing.

PRESENTATION

Director Ladd presented this matter to the Governing Body. She explained the amendment is to accept the CARES Act funds and determine how we propose to use the funds. They are proposed to be used for the Midtown Shelter in keeping people safe during the pandemic. This is not just a situation where the City is running a shelter business. We are able to tap into the network of the Coalition to End Homelessness. The City will spend the funds there for contracting for services and other operating costs, including security. She stood for questions.

PUBLIC HEARING

Ms. Stefanie Beninato repeated her concern about Midtown becoming a permanent shelter and with the City spending a lot of money. She was concerned about future funding for it. The public has not given that a priority but rather for Affordable Housing. She asked how much is being spent to clean up the campus. She thought some of the residents were getting the Section 8 Housing Subsidy.

There were no other speakers from the public for this case.

COUNCIL QUESTIONS AND DISCUSSION

There were no questions or discussion from the Councilors.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the budget adjustment request for the CARES Act funding as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the PSA with the Coalition to End Homelessness as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

2) CONSIDERATION OF BILL 2020-14. ADOPTION OF ORDINANCE NO. 2020-14. (Mayor Webber)
An Ordinance Amending Section 23-6.2 FCC 1987 to Allow Licensed Establishments that Have Obtained an obstruction Permit from the City and a Temporary Change/Expansion

of Liquor License [Modification] Premises from the New Mexico Beverage Control Division to Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Oher Property that has Been Specifically Authorized for Temporary [Business] Use Due to the COVID-19 Public Health Emergency; and Establishing an Effective Date as the Date of Bill Adoption. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209, and John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

Ms. Vigil read the caption for this ordinance.

PRESENTATION

Director Randall presented this matter to the Governing Body. He explained that it is just to update our current policy to support several restaurants to allow liquor to be served on the exterior at 25% of their floor plan. It expires at the end of October and an obstruction permit is required to use it, and to make sure no restricted areas are affected.

PUBLIC HEARING

Ms. Stefanie Beninato said she was opposed to this ordinance. She noted that alcohol service is usually blocked from public spaces and she thought this would be hard to do. Restaurants would not have the money or security to do it, it encourages public drinking, people would be walking through the areas and people would be sitting there for a long time without masks on. Some would be sitting there texting. It would cause public disorderliness. Where does the alcohol go there? people walking off with their drink - no capacity to properly regulate it.

There were no other speakers from the public.

COUNCIL QUESTIONS AND DISCUSSION

Councilor Vigil Coppler knew it expires on October 31. She asked if Director Randall perceived that it likely would continue beyond the expiration date.

Director Randall pointed out that they couldn't continue it without Council approval, and this would give back some of their floor space lost by distancing requirements. He could see it coming back, but it would be under different circumstances. This is a great opportunity to experiment with this arrangement.

Councilor Vigil Coppler asked how he would know if it is working well.

Director Randall said he will be in contact with restaurants that use it and can find out any issues related to it and whether they are interested in continuing it.

Councilor Vigil Coppler asked if there is any way to use police reports or complaints or anecdotal information. She thought the Council needs to have some measurement.

Director Randall agreed. We will track all complaints as well as compliments. We will reach out in any way possible. There might be no desire to continue.

Councilor Vigil Coppler asked Director Randall to write up such measurements for the Council.

Mayor Webber agreed and pointed out that finance isn't the only measurement.

Councilor Vigil Coppler suggested that if you bring it back, maybe the City would charge for that space.

Director Randall agreed.

Councilor Villarreal asked whether the State regulates the required barriers for allowing this change.

Director Randall said yes. The State requires a 3' high solid barrier so no one would be able to slip through any alcoholic drink.

Councilor Romero-Wirth/Councilor Vigil Coppler to approve as amended.
Vote - unanimous by roll call.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve Ordinance No. 2020-14 as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

3) Appeal No. 2020-2043-APPL of Case No. 2019-1600-HDRB. Appeal by Rosewood Hotels of the Historic Districts Review Board's March 10, 2020 Decision to Impose Conditions on its Approval of Rooftop Improvements at the Rosewood Inn of the Anasazi, Located at 113 Washington Avenue, Including a Fifty-Six Foot (56') High Addition, which Exceeds the Maximum Allowable Building Height and Requires an Exception to the Height Limitations in the Historic Districts Ordinance. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Ms. Vigil read the caption. She read Sally Paez as the presenter instead of Ms. McSherry.

Mayor Webber asked for disclosures and stated the procedure for quasi-judicial hearings.

There were no disclosures.

Ms. Sally Paez presented this item. She explained that this case is quasi-judicial, so the Governing Body members are acting as judges and the case is de novo.

She shared her screen and reviewed the case. She pointed out this is a nonhistoric building. She showed its location on a map.

The proposed project for this building would raise the building with an addition on the top four amenities to provide for hotel guests. In order to obtain approval of the project, the applicant needed an exception to the height limitations and the Code. The maximum allowable height for this building is 20'1" tall. The building is already at 42 feet, so it is already double that height calculation in the code. The proposal would take it to 56 feet with their addition. So they need an exception in order to gain approval of the project. She pointed out where the height would be added to the building. On the north and west elevations.

She went through the six exception criteria required for this building in the Downtown and Eastside Historic District. She focused on the two exception criteria that were not met in the application. Exception one was that it should not damage the character of the streetscape and the other was to provide the least negative impact with respect to the purposes of the historic district ordinance. As a result of not meeting those two exception criteria, the Historic Board imposed conditions on the project. They did approve the majority of the project components, including the pool in the middle section, taking into account the code requirements. However, the Board had concerns about the massive chimney elevations and rejected those.

There are two potential motions in this appeal. Motion 1 would grant the appeal without chimney conditions. Motion 2 would deny the appeal with chimney conditions.

She stood for questions.

PRESENTTION BY THE APPELLANT

Karl Sommer and team members Richard Martinez, Lutz Arnold, and Dolores Vigil were sworn in.

Mr. Sommer compared this design with other hotel that have rooftop bars. He indicated that the condition imposed by the Board has a deleterious effect on their investment.

In February, the HDRB heard the first presentation and tabled it. They wanted the chimneys moved back from front façade and Mr. Martinez changed that and came back in March. He moved them back 14'. There was a great deal of discussion about the design and how it was a good suggestion. Mr. Katz moved to say he did not like the way they looked. The motion said they didn't need to have the chimneys there. They did not say it did not meet conditions for an exception. The FF/CL was entirely different from the action of the Board and was the first time that it said the proposal did not meet the conditions for an exception. He pointed out that it is hard for an applicant to know what is going on But, if the chimneys are kept as is, smoke will be in people's faces and below where people are sitting. And will affect the usability of their rooftop. It is not a matter of just losing 4 feet of table space. The Board is not in the business of designing a project. The design is to be left to the applicant. But Mr. Katz said the Board would redesign the hotel front. So it is the redesign that is deleterious to the entire project.

Mr. Martinez introduced himself and said he has been working as an architect in the historic district since 1989. The addition is for a pool and deck with lounge in the back and deck in the front with a four-foot wall around it and was set back six feet from the front façade to be less visible on the street.

An ENN meeting was held and the neighbors had a positive reception to the plan. The only concern was with trash flying off the roof.

At the first submittal to the HDRB, the members were concerned with where the chimneys would be located.

Mr. Sommer showed the hotel layout as it is today.

Mr. Martinez showed the largest chimney which was set back from the façade. He pointed out the other locations of chimneys which presently only go up to the parapet and are not legal at the present height. They must be raised to meet City code. Mr. Martinez reviewed the other details of the proposed project for the hotel.

Mr. Arnold pointed out the two things most important to them. By increasing the operations space, the hotel would be able to hire another associate and be more competitive with the other downtown hotels with comparable amenities.

Mayor Webber gave the appellants a chance to ask questions.

Mr. Sommer said they have no questions for staff.

PUBLIC HEARING

Stefanie Beninato was sworn and said, in looking at the design and redesign, the Council should look at what was approved by the Historic Board and whether the exceptions have been met. They did not speak to that. They doubled the height. They got the pool and would lose only two tables by setting it back 14 feet. As the tallest building on that street, it overwhelms all the rest. There is not any recognition that this building is in a desert with a pool being added. The minutes should reflect not just what Mr. Katz allegedly said and Mr. Sommer is trying to read into it. It is incredibly visible, and the Board's condition is very minor.

Ms. Mihelcic said Gregory Law and Brad Spain were also in the waiting room. However, neither of them had anything to say.

There were no other public comments.

COUNCIL QUESTIONS AND DISCUSSION

Councilor Vigil Coppler asked Ms. Paez if she said that the building is noncontributing.

Ms. Paez said that is correct. So the Historic Board is not designating it as contributing or significant. It is old enough but has to have integrity. There was a very large change in style done some time ago.

Councilor Vigil Coppler noted it seems there is much discussion about the current chimneys. Apparently, they are not up to code and nothing could be done except to raise them to meet code.

Ms. Paez said the City Code revealed that they need to be two feet higher than any part of the building within 10 feet. There could be other options for them. There are potentially other design solutions including other ways to direct the smoke.

Councilor Vigil Coppler asked about the economic benefit by having the space and contribution to the City's Gross Receipts. She pointed out that there are other hotels that get that economic benefits such as the Eldorado and Drury Hotels by having these rooftop places. She thought that would be good for the community. For this hotel, it is a small price to pay. She agreed that the City should not be designing the building. Since it is a noncontributing structure, that weighs in as well.

Mr. Randall said anything that is going to enhance a property would allow them to charge a higher rate, increase its revenues. This would increase food and beverage revenues and make it more competitive with the other hotels that have some pretty nice facilities. The fact that it is outdoor space and we don't have enough outdoor spaces right now. That's a great advantage. But as has been pointed out, it really has to be usable space for it to be of value. He had not done any economic analysis for this but could assure the Council that the owner has put a pencil to it and it will bring in enough revenue to cover the costs of the construction and that all translates to more Gross Receipts and Lodgers Tax for the City.

Councilor Vigil Coppler mentioned that she had worked in that building as a student intern and the tourism division that once was in that building. She added that the building in the picture looks much better today than when she worked in there.

Councilor Lindell said this makes it sound like if the Council doesn't grant the appeal, that there is not going to be any pool up there and not going to be any outdoor space. She asked if that is the case.

Mr. Sommer said the implications for this outdoor space is that it will be uninviting and particularly in jeopardy of being able to be used because the chimneys on the side have to be raised in the Board's condition was that we would have to keep them at the height they are now. It would be impossible to create this outdoor space unless the chimneys can be raised. And it is not accurate to say that would only be fires in the wintertime. This hotel has a fire almost all the time in the lobby area and that smoke will be blowing up there. So it is not that the whole thing would go away but it does jeopardize the usability

of that outdoor space. It is also inaccurate to say we would lose only two tables there. We will lose a lot more than that because of the manner in which the tables must be spaced on the top. So it jeopardizes that in a serious way.

Councilor Lindell commented that to say it would be uninviting is subjective. The HDRB is a tough board to sit on - extremely hard. The work they do is necessary. She asked Ms. Roach about continuity of streetscape.

Ms. Roach explained that the authority of HDRB is for harmony of exterior structures.

Councilor Lindell looked at page 85 and said to her, that doesn't appear to be very harmonious. Mr. Martinez has done a good job and she was respectful of what he has done. They are asking for a lot here with a given on the height. She understood other hotels have amenities on the rooftop. But there is nothing in the Code that says they deserve a pool because other hotels have one. She respects the work of the HDRB very much. She knew their expertise is much greater than hers.

The Historic Review Board weighs every decision and puts much more time in on these properties than Council does. She didn't think it would be such loss of revenue if we deny this. She asked if the new height is going to be 54' and what is allowable.

Ms. Roach said the allowable height is 21' calculated on the average of the applicable streetscape and them adding two feet to that. The proposed height is 56 '. The height calculation is for a residential model.

Councilor Lindell reason that the height exception is two times what the code allows. In the rendering on page 8,5, I agree with the HDRB that we don't have much continuity with streetscape on it.

Mr. Sommer asked that Brad Spain respond.

Mr. Brad Spain was sworn in.

Councilor Lindell said she didn't ask a question on economic benefit and she did not need a long explanation.

Mr. Spain said he did an analysis and this proposal would maximize everything for economic benefit. It would be worth a lot more with it approved and he would consider the rooftop unusable if not approved.

Councilor Lindell asked if this space would not be usable if not approved.

Mr. Spain said it impacts the rooftop greatly and does affect financial benefit. If not approved, we would just have to work on the design and see what costs there would be.

Councilor Lindell did not think it would be unusable and to hear that said was upsetting.

Councilor Rivera asked if the HDRB made their decision based on Chapter 14.

Ms. Paez agreed. The Board is focused solely on the code. They get a review by planning staff and issues are brought to their attention. Also, the building code is considered as well as the historic code.

Ms. Roach added that it is part of the process to have a preliminary zoning review and the requirements of Chapter 14, generally speaking, are part of the basis.

Councilor Rivera understood the chimney provisions are supported as part of Chapter 14.

Ms. Paez agreed. The conditions were based on the ordinance which is relevant and the harmony of the buildings on the street. When adding height, the code says the added height should be stepped back. The code is not specific about how much it should be set back.

Councilor Rivera reasoned that based on the grounds of the appeal, it does not comply, but from chapter 14 it seems it does comply. The last would not be supported by substantial evidence. He was not sure any of those were really met so he was not sure why we are here. If they didn't meet any of the grounds for appeal, why are we discussing it?

Ms. Paez explained there is a difference between preparing an application and proposing a design and obtaining approval of the process. Potentially, we could differ on whether the Board misapplied the provisions to the extent the Governing Body, in its de novo role, has authority for review power and could completely disagree in making an independent decision.

Councilor Rivera noted this is a problem he has with all of these. It is somewhat subjective, and applicants can take a chance with the Governing Body. The grounds for appeal are not very evident.

Mayor Webber said Staff has the opportunity to reply to appellant's statements.

Ms. Paez didn't feel the economic impact was very relevant to the ordinance. In the Board's opinion, the addition should be a little smaller but is a viable project

Ms. Roach added that the vast majority of the proposal was approved by the Board.

Mr. Sommer clarified a couple of things being missed by the Council. It is what the effect will be re space. This area pointed out on the map has chimneys which, if left at 2 feet - everything would have to be over ten feet away and that space cannot be occupied or used with that configuration. So it is not just on the front but also on the side. The Board approved the canopy, but the canopy must have structural supports in the Board approved the canopy.

Mr. Martinez explained that without the height of the chimney raise, he would have to go back and try to redesign the whole project.

Mr. Sommer said regarding Councilor Rivera's question why we are here. This is de novo for the Council. We challenged the Board's ability. They could have rejected it for the front of it but decided not to deny the design. The Board is not supposed to redesign. In both applications, Staff recommended approval of the design. So the grounds for appeal have been met. It is not for the Board to redesign it but to approve or deny a proposal.

Thanks for your attention in this case.

Mayor Webber closed the public hearing and asked for any other comments.

Mayor Webber explained the options.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to grant the appeal without the chimney conditions imposed by the Board.

VOTE: The motion failed on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, and Councilor Vigil Coppler.

Against: Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, and Councilor Villarreal. Councilor Romero-Wirth was not present for the vote.

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to deny the appeal and to approve the project with the conditions on the chimney imposed by the Board.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

Against: Mayor Webber, Councilor Abeyta, and Councilor Vigil Coppler.

4) CONSIDERATION OF BILL 2020-11 ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber and Councilor Cassutt-Sanchez)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987 Approving and Adopting an Amended Local Economic Development Project Participation Agreement Between the City of Santa Fe and Descartes Labs, Inc. for Design, Development and Construction of Tenant Improvements; and Lease Payments for Expansion of a New World Headquarters Facility, a Local Economic Development Project (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912) **(POSTPONED TO JULY 29, 2020)**

5) CONSIDERATION OF BILL 2020-12. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber and Councilor Cassutt-Sanchez)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Descartes Labs, Inc. for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COvid-19. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912) **(POSTPONED TO JULY 29, 2020)**

Ms. McSherry advised that the executive session could be avoided. She explained that she spoke with Andrea Salazar and thought the nature of the matter is okay. She suggested tabling the County item.

The Governing Body returned to the remainder of agenda items from the afternoon session.

14. Approval of a Settlement Agreement with the County of Santa Fe to Resolve Payment for Certain Capital Costs Pursuant to the Second Amended Joint Powers Agreement Between City of Santa Fe

the Parties for the Operation of the Regional Emergency Call Center (RECC) and the Memorandum of Agreement (MOA) Between the City and the County for Public Safety Radio Communications Motorola Dispatch Consoles and Site Equipment. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to postpone this matter to the July 8, 2020 Governing Body meeting.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

15. Approval of Amendment #1 to the Termination Agreement Entered Into Between the City of Santa Fe and Santa Fe Estates in December of 2019, to Extend the Duration of the Agreement. (Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

Ms. Vigil read the caption for this matter.

Ms. Salazar briefed the Governing Body on the amendment 19-00296 for closing and obtain property that Santa Fe Estates has. It is a property that was owned by City and in 1930 transferred to Santa Fe Estates to create a tax base for the community. At this time only about 250 acres are left so the City would get the property and Santa Fe Estates would not have to perform under the 1930 agreement. We had a due diligence period of 90 days and extended for 30 days and now are evaluating the history of the termination agreement. We then had an objection period and now we can discuss more information and documents that were produced. This gives us more time for review of documents until July 20, 2020 and then Santa Fe Estates period is due to expire on August 4 and terminate by Aug 14 and close on September 10. That deliberation would be done in executive session.

Director Brown added that we have to do our due diligence which has 90 years of transaction history to review. There is a good interest in this property with eight parties.

Mayor Webber understood this to be just an extension for more time to review.

MOTION: Councilor Abeyta moved, seconded by Councilor Cassutt-Sanchez, to approve the amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

I. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 12:36 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

a. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7C

Review and Recommendations of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Traffic Engineering Division Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

PUBLIC UTILITIES COMMITTEE ACTION: Pulled by Councilor Lindell for further information. Unanimously approved on Consent Agenda to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2020
FOR CITY COUNCIL MEETING OF 06/24/20

ISSUE:

c. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

FINANCE COMMITTEE ACTION:
Postponed- to go back to PUC/PWC on 6-22-20 and to FCM 6-29-20

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

City of Santa Fe, New Mexico

memo

DATE: June 16, 2020

TO: Public Works Committee

FROM: John J. Romero, Acting Public Works Department Director JR

SUBJECT: **Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets**

BACKGROUND:

During this unprecedented time staff is looking for creative solutions towards closing a roughly $100M funding gap in next fiscal year's operating budget, brought on by the current COVID-19 pandemic. Potential funds that can aid in closing this gap are existing capital funds.

The Public Works Department has been working with other city departments to evaluate all existing capital projects, looking at what projects can be placed on hold for the purpose of freeing up funds. These funds are primarily bond proceeds backed by ½% of the City's GRT earmarked for capital improvements. Capital project fund saving will then be applied towards capital expenses that are typically paid out of the City's operating funds.

A capitalizable expense is a fixed asset that has a useful life greater than 1 year and costs more than $5k. In order to utilize bond proceeds, the average life of all capital expenditures must exceed the average life of the bond (10 years). This criteria will be utilized when determining what operation related capital expenses we apply these funds towards. The list of expenses staff will be looking to apply these funds towards, will be presented by the Finance Department during our upcoming FY20/21 budget proposals.

The re-prioritization was approved by the Public Works Committee on June 8, 2020 with a recommendation that it go before the Finance Committee. At the June 15, 2020 Finance Committee, an amendment was presented to add $556,000 of additional funding to the Public Safety Radio System Replacement project in order to add a Computer Aided Dispatch (CAD) system to the project. The Finance committee recommended that the item be tabled so that the Public Works Committee can review the amendment.

At this time, the Public Works Department is asking the Public Works Committee to review and approve the revised re-prioritization of capital projects. The attached spreadsheet summarizes all active capital projects including staff recommendations for amendments to certain project budgets including the above mentioned revision. These amendments to project budgets now generates $6,500,410 in project savings. The amendments are as follows:

- City Hall Improvements–Amend budget from $600,000 to $163,001 ($436,999 savings)
    - Reduction in project scope including removal of renovations to Land Use's office space and removal of under budgeted HVAC improvements.
- GCCC Improvements–Amend budget from $4,934,243 to $4,577,556 ($356,687 savings)
    - Reduction in project scope including removal of pool room & window painting, removal of structural painting, and removal of pool tile repairs.
- Southside Library-Amend budget from $88,998 to $63,998 ($25,00 savings)
    - Reduction in project scope including removal of rainwater harvesting system repair.
- New Fire Station #2-Amend budget from $6,535,000 to $399,688 ($6,135,312 savings)
    - Design has been completed for this project. Postponement of construction is proposed.
    - Emergency service coverage lost due to postponement of this project will be coordinated between the City's Fire Department and Santa Fe County Fire Department.
- Public Safety Radio System Replacement-Amend budget from $2,000,000 to $2,556,000 ($556,000 increase)
    - Addition of Computer Aided Dispatch (CAD) system to project.
- MEG Cafeteria-Amend budget from $413,664 to $411,252 ($2,412 project savings)
    - Remaining balance of completed project
- CRM Upgrade-Amend budget from $100,000 to $0 ($100,000 project savings)
    - The Constituent and Council Services Department created a new CRM system in-house with City resources.
- SWAN Park-Amend budget from $599,000 to $349,000 ($250,000 savings)
    - Amendment of scope to only include design and construction of Water Tank Plant Screen, Horse Shoe Pits/Huachas, BMX Pump Track, Dog Park, Hiker/Biker Trail Head & Park Overlook, and Jersey Barrier Perimeter Control.
    - Project Saving to be utilized for MRC Soccer Valley Improvements.
- MRC Soccer Valley-Amend budget from $1.25M to $1.5M ($250,000 increase)
    - Revised Scope:
        - GIS Irrigation Assessment + Water Budgets
        - Complete Irrigation System Rehabilitation
        - Field Improvements & Drainage mitigation Via Irrigation Rehabilitation
        - Pump House Assessment and Rehabilitation
        - Edge Turf Reduction and Reduced Water Requirements
    - Removed from Scope:
        - Field Lighting
        - Parking and Circulation Design
        - Field Specific Rehabilitation

RECOMMENDED ACTION:

Approval of above mentioned project budget adjustments further explained in the attached spreadsheet.

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	669,000.00	$ 183,001.00	$ 486,999.00	Land Use work not essential. HVAC for city hall is extensive. The current budget is not sufficient	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work d/ existing budget not sufficient	2018 GRT Bond: $600,000
	LG office reconstruction			10,278.35	10,278.35	$ -			
	LG misc electrical equipment			4,662.81	4,662.81	$ -			
	LGPP tile and new carpet installation			4,902.41	4,902.41	$ -			
Facilities	Fort Marcy	March-19	May-21	693,361.00	$ 693,361	$ -		Project complete, with no remaining balance	2014 GRT Bond: $700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	$ 4,577,558.00	$ 356,647.00	Non-essential items that can be placed on hold: $85,000 - Pool room and window painting; $250,000 - structural painting; and $21,647 Pool tile repairs	All essential repair work with the exception of: $85,000 - Pool room and window painting; $250,000 - structural painting; and $21,647 Pool tile repairs	2018 GRT Bond: $4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	$ 175,000	$ -		Roof repair on the Main Library; Work to commence in May 2020.	2018 GRT Bond: $155,000
Facilities	Southside Library	April-19	August-20	88,998.00	$ 63,998	$ 25,000.00	Non-essential item that can be placed on hold: $25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold $25,000 Harvesting System Repair	2018 GRT Bond: $185,000
Facilities	Salvador Perez	September-19	June-20	2,124,965.00	$ 1,024,965	$ -		Renovation project underway and close to completion	2018 GRT Bond: $2,450,000
	Sal P. Pool Filter	May-20	May-20	5,000.00	5,000.00	$ -	This is required to maintain the pool filtration system		
	Sal P Structural Envelope Rehab			115,000.00	115,000.00	$ -			
Facilities	Silenga Complex	February-20	August-20	117,113.00	$ 117,113	$ -		Continue HVAC and roof repair essential for staff returning in Bldg 1 which includes Pete, Records, IT	2018 GRT Bond: $130,000
Facilities	Siler Building C	April-19	June-20	421,686.00	$ 421,686	$ -		Continue HVAC and roof repair	2018 GRT Bond: $500,000
Facilities	Tres Rios & Paved Repair	October-19	May-20	60,000.00	$ 60,000	$ -		Checking on ADA compliance; safety issues the outside of the SF Convention Center	2018 GRT Bond: $60,000
Facilities	New Fire Station #7	May-19	December-21	6,000,000.00	$ -	$ 6,000,000.00		$335,000 for Design is funded by Fire/ 1/2% GRT. Funds new facility	2018 GRT Bond: $6,000,000
	New Fire Station # 2 - Design			335,000.00	$ 335,000	$ -			
Facilities	MEC Cafeteria Addition - $235K GRT Bond (+$178k State Aging Grant)	April-19	September-19	413,664.00	$ 413,252	$ 2,412.00	Project Complete; remaining balance	Project Complete; remaining balance	2018 GRT Bond: $235,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	240,000.00	$ 240,000	$ -		Continue essential bridge rehab work needed for safety	2018 GRT Bond: $235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	$ 1,100,000	$ -			2018 GRT Bond: $1,100,000
IT	Public Safety Wireless	February-20	December-22	152,000.00	$ 152,000	$ -			2018 GRT Bond: $200,000
IT	Public Safety Radio System Replacement	December-19	December-20	1,000,000.00	$ 1,556,000	$ (556,000.00)		$813,357 received from the County. Adding Computer Aided Dispatch (CAD) system	2018 GRT Bond: $2,000,000 & County
Constituent Svc	Constituent Relationship Manager (CRM)	30 days after contract awarded	June-20	100,000.00	$ -	$ 100,000.00		Project being performed inhouse	2018 GRT Bond: $100,000
	TOTAL			19,895,873.57	13,395,463.54	6,500,410.03			

Facilities	SWAN Park	January-21	January-22	399,000.00	$ 399,000	$ -	Revised Phase II scope. Project savings to be utilized on MRC Project		2013 , 2014 GO Bonds & CIP reallocation
Engineering	Tano Connector Trail	August-20	June-21	462,795.00	$ 462,795	$ -		$436,464 funded from CDBG's GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,025,225.00	$ 1,025,225	$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street.	2013 ,2014 GO Bonds & CIP reallocation
	TOTAL			2,086,520.00	1,936,520.00	150,000.00			

Facilities	GCCC Mechanical Mezzanine Room	February-20	December-20	865,000.00	$ 865,000	$ -		Renovation project is underway with design/ temperature to addressing the associated problem.	GCCC CIP Budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	$ 1,500,000	$ -		Pending through Parking's CIP Enterprise fund & NMFA loan	Parking CIP Funds & NMFA loan
Engineering	Arroyo Channel Crossing Study	May-19	July-20	275,000.00	$ 275,000	$ -		Planning costs only. Public Meeting 3/2020	City Road Impact Fees
Engineering	Camino Entrada Reinstated	December-19	November-20	3,141,000.00	$ 3,141,000	$ -		$243,000 for design has already been funded. The remaining $900,000 is for construction. Funded through Traffic Mitigation funds	Traffic Impact Fee
	TOTAL			5,781,000.00	5,781,000.00				

Engineering	Acequia Trail	June-21	April-22	422,000.00	$	422,000	$		$600,000 grant from NM DOT multi-purpose trail from S. Meadows/Rufino Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	1,856,000.00	$	1,856,000	$		Grant award $362,000- Design & ROW- $1,994,000 Construction- No City match	NMDOT Grant
Engineering	Agua Fria/S. Meadows	September-19	September-21	648,497.00	$	648,497	$		Grant award for $500,000 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation
Engineering	El Nuevo Cultural	March-17	December-20	160,000.00	$	160,000	$		$160,000 DFA appropriation for roof repairs to El Nuevo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	150,000.00	$	150,000	$		$148,000 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-17	August-22	5,117,200.00	$	5,117,200	$		$5,117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk- Light Improvements	March-20	TBD depending on scope	720,000.00	$	720,000	$		$720,000 in DFA Appropriation for lighting	NM DFA Appropriation
Engineering	Kitchen Angels	March-20	March-21	156,117.00	$	156,117	$		$156,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del Barrio	December-19	April-20	90,000.00	$	90,000	$		$90,000 DFA appropriation for sewer repairs and interior interior repairs	NM DFA Appropriation
Engineering	Senda Verde Multicultural Intercultural	September-19	January-20	160,000.00	$	160,000	$		$160,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	250,000.00	$	250,000	$		$297,400 grant from NMEDD for new tool & IT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	3,198,071.00	$	3,198,071	$			US DOT funding/20% Transit match required
Transit	Bus Shelter/Bus Upgrades	January-20	December-22	666,480.00	$	666,480	$		The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.	US DOT funding/ 20% transit match
Transit	Downtown Transit Center	November-21	July-21	2,400,962.00	$	2,400,962	$		$2,140,834 Funded by US DOT	US DOT funding/15% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	1,922,462.00	$	1,922,462	$		$925,000 in DFA Appropriations; investment grade energy due diligence phase additional work complete	SNM DFA Appropriation
Facilities	WRC Soccer Valley	February-20	October-21	1,150,000.00	$	1,400,000	$	250,000.00	$500,000 NMAFF Bond Funds, $250K City GF bond funds, $500K County bond and $250K DFA Appropriation- on project Maximize the bus parcel amount of $1,250,000 in 2019, for the design and development and the new soccer valley improvement will be new	City, county and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Window	November-19	August-20	107,807.00	$	107,807	$		$107,000 DFA Appropriation for installation of bullet proof windows at Municipal Court, project near completion; awaiting delivery on bullet proof window	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-18	February-21	493,807.00	$	493,807	$		$350,000 DFA Appropriation & $24,300 Lodgers' Tax; project underway with phase II construction review by historic preservation	NM DFA Appropriation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	$	6,100,000	$		$5.1M DFA Appropriation, $1M City already funded	NM DFA Appropriation
Airport	Airport Terminal and Parking Lot Expansion	August-15	September-21	11,500,000.00	$	11,500,000	$		Total Appropriations $9,765,000 ($8,910,000 #3855.060)	2 NM DFA Appropriations
Airport	Runway 16-34 Mill and Overlay	May-19	November-21	1,207,500.00	$	1,207,500	$		Grant award for $1,150,000	FAA/DOTAD Grant
Airport	Runway 20 RSA	October-19	April-20	728,086.00	$	728,086	$		$1,064,163 was funded from the GRF Premium Funds	GRF Premium Funds
Airport	Taxiway D Phase II	January-19	September-20	2,493,696.00	$	2,493,696	$		$2,243,696 FAA/DOT & $250,000 NMDOT	NMDOTAD Grant & NMDOT
	TOTAL			$4,924,635.00		$5,174,635.00		($59,200.00)		

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REFERENCE
3209980	572960	WIP Design	1/7/2020	008182	22001303	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008182	22001303	LIQ/INV
3209980	572960	WIP Design	9/17/2019	008182	22001303	PO ENT/PRF
3209980	572960	WIP Design	4/20/2020	008273	22001590	PO MAINT
3209980	572960	WIP Design	3/3/2020	008273	22001590	LIQ/INV
3209980	572960	WIP Design	12/12/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	11/21/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/2/2019	008273	22001590	PO ENT/PRF
3209980	572960	WIP Design	1/27/2020	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	11/19/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/2/2019	003097	22001611	PO ENT/PRF
3209980	572960	WIP Design	12/12/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/3/2019	005730	22001615	PO ENT/PRF
3209980	572960	WIP Design	3/16/2020	003069	22001675	PO MAINT
3209980	572960	WIP Design	10/4/2019	003069	22001675	PO ENT/PRF
3209980	572960	WIP Design	10/10/2019	007567	22001788	PO ENT/PRF
3209980	572960	WIP Design	11/12/2019	008273	22002247	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	007856	22002449	LIQ/INV
3209980	572960	WIP Design	11/20/2019	007856	22002449	PO ENT/PRF
3209980	572960	WIP Design	2/6/2020	001834	22003428	PO ENT/PRF
3209980	572960	WIP Design	3/12/2020	001005	22003621	LIQ/INV
3209980	572960	WIP Design	2/20/2020	001005	22003621	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	008249	22003643	LIQ/INV
3209980	572960	WIP Design	3/13/2020	008249	22003643	PO MAINT
3209980	572960	WIP Design	3/3/2020	008249	22003643	PO MAINT

3209980	572960	WIP Design	2/21/2020 008249	22003643	PO ENT/PRF
3209980	572960	WIP Design	2/24/2020 008279	22003644	LIQ/INV
3209980	572960	WIP Design	2/21/2020 008279	22003644	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001322	22003803	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001954	22003865	PO ENT/PRF
3209980	572960	WIP Design	4/3/2020 003553	22003973	LIQ/INV
3209980	572960	WIP Design	3/10/2020 003553	22003973	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF

FS#2 Design PO 22001611
Conceptual design to building & parking lot at MEG PO 22001615
Solarization of City Facilities PO 22001675
Snow melt system for dock area - MEG PO 22001788
City Hall - Depart reorg, Re-arrange departments and Haz Mat Report PO 22002247
Ft. Marcy Equipment Room PO 22002449
DFA Grant - design behavior & substance abuse facility PO 22003428
LU office reconstruction PO 22003803
LU Maint/reconstruction of new office PO 22003865
Sal P Structural Envelope Rehab PO 22003973
Southside Teen Center PO 22004527

AMOUNT	VDR NAME/ITEM DESC
-14,457.61	EARTH CARE INTERNATIONAL
-7,228.81	EARTH CARE INTERNATIONAL
21,686.42	EARTH CARE INTERNATIONAL
-0.99	SPEARS HORN ARCHITECTS
-201.51	SPEARS HORN ARCHITECTS
-1,112.42	SPEARS HORN ARCHITECTS
-9,715.89	SPEARS HORN ARCHITECTS
-10,624.16	SPEARS HORN ARCHITECTS
21,654.97	SPEARS HORN ARCHITECTS
-5,818.26	ATKIN OLSHIN SCHADE ARCHITECTS
-30,969.57	ATKIN OLSHIN SCHADE ARCHITECTS
-8,223.87	ATKIN OLSHIN SCHADE ARCHITECTS
-35,287.93	ATKIN OLSHIN SCHADE ARCHITECTS
-6,633.12	ATKIN OLSHIN SCHADE ARCHITECTS
-33,100.12	ATKIN OLSHIN SCHADE ARCHITECTS
-4,876.96	ATKIN OLSHIN SCHADE ARCHITECTS
-91,931.48	ATKIN OLSHIN SCHADE ARCHITECTS
383,752.89	ATKIN OLSHIN SCHADE ARCHITECTS
-447.30	MIFSUD ASSOCIATES ARCHITECTS LLC
-520.50	MIFSUD ASSOCIATES ARCHITECTS LLC
-650.63	MIFSUD ASSOCIATES ARCHITECTS LLC
-780.75	MIFSUD ASSOCIATES ARCHITECTS LLC
17,000.00	MIFSUD ASSOCIATES ARCHITECTS LLC
183,981.75	YEAROUT SERVICE LLC
113,480.00	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
-12,234.84	B&D INDUSTRIES INC
13,594.27	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
-54.00	STATE OF NEW MEXICO REGULATION &
54.00	STATE OF NEW MEXICO REGULATION &
-650.63	EONS DE SANTA FE, LLC
600.00	EONS DE SANTA FE, LLC
-549.37	EONS DE SANTA FE, LLC

600.00	EONS DE SANTA FE, LLC
-988.95	PNM
988.95	PNM
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
-22,695.35	COOPERATIVE EDUCATIONAL SERVICES
38,896.12	COOPERATIVE EDUCATIONAL SERVICES
448,630.72	WILSON AND COMPANY INC (ALQ)
37,853.22	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
166,911.58	ATKIN OLSHIN SCHADE ARCHITECTS
14,600.82	MIFSUD ASSOCIATES ARCHITECTS LLC
297,461.75	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
1,359.43	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
16,200.77	COOPERATIVE EDUCATIONAL SERVICES
486,483.94	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
0.00	

COMMENTS

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

Professional srvcs complet2020
ARCHITECTURAL SERVICES, PR2020
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CONSULTING SERVICES

Increase PO per contract a2020
ENERGY COLLECTING EQUIPMENT AN

ENGINEERING SERVICES, PROFESSI

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ENGINEERING AND ARCHITECTURAL

Christus St. Vincent Project

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

ENGINEERING SERVICES, PROF2020
correct PO 2020
increase to include NMGRT 2020

ENGINEERING SERVICES, PROFESSI

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

BUILDING CONSTRUCTION SERVICES

BUILDING CONSTRUCTION SERVICES

ENGINEERING SERVICES, PROF2020
ENGINEERING SERVICES, PROF CES

On-Call - Southside Teen Cente
On-Call - Southside Teen Cente

ARCHITECTURAL SERVICES, PROFES
CONSULTING SERVICES
ENERGY COLLECTING EQUIPMENT AN
ENGINEERING SERVICES, PROFESSI
ARCHITECTURAL SERVICES, PROFES
ENGINEERING AND ARCHITECTURAL
Christus St. Vincent Project
BUILDING CONSTRUCTION SERVICES
BUILDING CONSTRUCTION SERVICES
ENGINEERING SERVICES, PROF2020

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REF3	REFERENCE
3209980	572970	WIP Construction	4/21/2020	001448	22000872	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001448	22000872		PO ENT/PRF
3209980	572970	WIP Construction	4/21/2020	001265	22000992	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001265	22000992		PO ENT/PRF
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	9/4/2019	001349	22001015		PO ENT/PRF
3209980	572970	WIP Construction	10/21/2019	001954	22001016	CAN 1	PO MAINT
3209980	572970	WIP Construction	9/4/2019	001954	22001016		PO ENT/PRF
3209980	572970	WIP Construction	1/28/2020	008212	22001099	11294	LIQ/INV
3209980	572970	WIP Construction	1/3/2020	008212	22001099	9469	LIQ/INV
3209980	572970	WIP Construction	12/12/2019	008212	22001099	8440	LIQ/INV
3209980	572970	WIP Construction	10/30/2019	008212	22001099	5901	LIQ/INV
3209980	572970	WIP Construction	9/6/2019	008212	22001099		PO ENT/PRF
3209980	572970	WIP Construction	4/15/2020	003553	22001249	16730	LIQ/INV
3209980	572970	WIP Construction	2/26/2020	003553	22001249	13645	LIQ/INV
3209980	572970	WIP Construction	1/17/2020	003553	22001249	10889	LIQ/INV
3209980	572970	WIP Construction	12/27/2019	003553	22001249	9241	LIQ/INV
3209980	572970	WIP Construction	12/19/2019	003553	22001249	8877	LIQ/INV
3209980	572970	WIP Construction	10/11/2019	003553	22001249	4551	LIQ/INV
3209980	572970	WIP Construction	9/26/2019	003553	22001249	3700	LIQ/INV
3209980	572970	WIP Construction	9/13/2019	003553	22001249		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	006681	22001388	CAN 1	PO MAINT
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3895	LIQ/INV
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3898	LIQ/INV
3209980	572970	WIP Construction	9/20/2019	006681	22001388		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	001954	22001958	CAN 1	PO MAINT
3209980	572970	WIP Construction	11/25/2019	001954	22001958	7488	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6745	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6746	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6748	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6749	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6752	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6747	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6750	LIQ/INV
3209980	572970	WIP Construction	10/22/2019	001954	22001958		PO ENT/PRF
3209980	572970	WIP Construction	12/19/2019	005996	22002855		PO ENT/PRF

3209980	572970	WIP Construction	3/12/2020	008046	22003996	PO ENT/PRF
3209980	572970	WIP Construction	3/13/2020	007926	22004041	PO ENT/PRF

Sal P Pool	PO 22001099
Sal P Struc	PO 22001249
muni cour	PO 22002855
LU-Misc El	PO 22003996
LU - tile an	PO 22004041

AMOUNT	VDR NAME/ITEM DESC	COMMENTS
-64.13	NEW MEXICAN	fees paid with PCARD 2020
64.13	NEW MEXICAN	COMMUNICATIONS AND MEDIA RELAT
-70.21	ALBUQUERQUE PUBLISHING COMPANY	paid fees with PCARD 2020
70.21	ALBUQUERQUE PUBLISHING COMPANY	COMMUNICATIONS AND MEDIA RELAT
-148.12	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
-3.10	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
151.22	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PINS,
-1,874.90	HOME DEPOT CREDIT SERVICE	quantity not amount 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
-1,270.89	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-843.64	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-422.91	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-1,131.00	GEO-TEST, INC.	Job No. 2-91012 Salvador P2020
4,901.38	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
-13,935.12	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-18,489.94	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-36,243.79	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-13,713.11	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-15,609.35	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-27,386.06	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-4,175.74	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
141,500.00	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
-74.08	FACILITYBUILD INC	project complete and paid 2020
-2,352.30	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
-5,020.62	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
7,447.00	FACILITYBUILD INC	BUILDING MAINTENANCE, INSTALLA
-4.07	HOME DEPOT CREDIT SERVICE	Invoices paid; ok to close2020
-204.68	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-43.88	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-87.85	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-86.93	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-184.36	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-863.23	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-330.42	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-69.48	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES

4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

1,232.94	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
11,946.89	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES
4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

b. Request approval of Amendment #1 to the contract with Financial Consulting Solutions Group for the Asset Management Plan extending the term through June 30, 2021. (Lee Gagnon, Engineer Associate, Water Division, lrgagnon@santafenm.gov, 955-4229)

COMMITTEE	REVIEW
Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

City of Santa Fe, New Mexico

memo

Date: June 15, 2020

To: Public Works/Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Director Shannon Jones (Jun 16, 2020 08:16 MDT)
Jesse Roach, PhD, PE, Water Division Director JR

From: Lee R. Gagnon, Water Division Engineer Associate LRG

RE: Request to Re-budget Professional Services Agreement #19-0074 with FCS Group related to Asset Management Plan, CIP #3055 to FY 20/21

ITEM AND ISSUE

Request to re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021. The project Munis number is #3200480. Contract duration is requested to be extended 365 days to expire June 30, 2021.

BACKGROUND AND SUMMARY

The City entered into a Professional Services Agreement contract for Asset Management Plan in January 2019. The contract expires on June 30, 2020. Approximately 85% of the scheduled tasks have been completed this fiscal year; 80% of the encumbered budget has been invoiced to date. The asset management plan report has been received; the remaining work is associated with implementation, software analysis, and change management to shift the Water Division's operation to a more proactive approach to asset management. Unexpected project delays occurred due to COVID-19 travel restrictions, as well as a shift in the contractor's hierarchy. The workload/personnel hours and costs for the contractor will remain unchanged.

FUNDING

Funding is available under Organization/Object #5050395.510300, Munis #3200480. This project is listed in the Public Utilities Department CIP. The existing PO #22001181 that funds this contract reflects $210,709.73 inclusive of NMGRT. The remaining budget requested to be carried forward is estimated to be $53,768.20 inclusive of NMGRT.

ACTION REQUESTED

The Water Division recommends:

- Re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021.
- Extend contract duration date by 365-days to expire on June 30, 2021.

Item#_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0074

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and FCS Group, Inc.. The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide financial services to the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR: Financial Consulting Solutions Group, Inc.

_____
NAME & TITLE

Date:_____

CRS#03-420605-00-1
Registration #_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2020 15:34 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510300
Business Unit/Line Item

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor FCS Group

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $285,035.75

Termination Date: June 30, 2020

☑ Approved by Council Date: 19-0074

☐ or by City Manager Date:

Contract is for: AMP Contract

Amendment # 1 to the Original Contract# 19-0074

Increase/(Decrease) Amount $ $0.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☑ or by City Manager Date:

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 285,035.75 of original Contract# Termination Date: 6/30/2020

Reason: AMP

Amount $ 0.00 amendment 1 Termination Date: 6/30/2021

Reason: Extend Term

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $285,035.75

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/13/P Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 2 yr
example: (First year of 4 year contract)

Fran Dunaway, CPO (May 19, 2020 11:38 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 5050395.510300

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. (FCS GROUP)

Procurement Title: ENGINEERING SERVICES FOR CITY OF SANTA FE WATER DIV. ASSET MANAGEMENT PLAN, CIP # 3055

Solicitation RFP#: '19/13/P

Department Requesting/Staff Member: PUBLIC UTILITIES DEPT/WATER DIVISION/LEE R. GAGNON

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☒	☐	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other:

LEE R. GAGNON - ENGINEER ASSOCIATE
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway, CPO (May 19, 2020 11:38 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☒	☐	Oral presentations (sign-in sheets, presentation materials, etc.)

☒	☐	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☒	☐	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT*

YES	N/A	
☐	☒	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☐	☒	Finalized Council Committee Minutes
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

LEE R. GAGNON, ENGINEER ASSOCIATE

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	PUBLIC UTILITIES	Department Name:	
Division Name:	WATER	Division Name:	

Financial Information

Amount Requested:	N/A (term extension only)	Munis Fund Number:	505
Vendor Name:	FCS GROUP	Munis Org Number:	5050395
Approved by Director?		Munis Object Code:	510300

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
This is a one-time term-only extension of the existing contract, due to delays caused by COVID-19 restrictions.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
This will help to create an Asset Management Plan for the Water Division; this will help us to become more efficient with capital and operating expenses by optimizing the assets we rehabilitate, replace, and repair moving forward. This will also allow us to attain Water Trust Board funding for future projects.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No; the Water Division has never had an Asset Management Plan in place, so we will rely on subject matter experts to ensure our success. While we could develop a plan internally, the implementation of the plan is where the additional time with the Contractor will be most beneficial in our path forward.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
As this is term-only, there are no additional expenditures to approve.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
As this is term-only, there are no additional expenditures to fund.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2019

PRODUCER
SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425)827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, STE #D-215
REDMOND, WA 98052

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: LIBERTY MUTUAL INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMSMADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	BKW58035312	09/20/19	09/20/20	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAA58035312	09/20/19	09/20/20	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMSMADE [ ] DEDUCTIBLE [ ] RETENTION $	USO58035312	09/20/19	09/20/20	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BKW58035312 WASH STOP GAP	09/20/19	09/20/20	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS - PO #18191018, PO #18191019, PO #18191031
THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a.** of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement of Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B,** Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)** (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)** (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paregraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1. of Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. **EXTENDED PROPERTY DAMAGE**

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/3/2019

PRODUCER

Shinstrom & Norman Inc.
P.O. Box 638
Kirkland, WA 98083
(425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVE. NE, SUITE D-215
REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
INSURER B: NAIC: 25496
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER PROFESSIONAL LIABILITY	0955OB198APL CLAIMS MADE FORM	09/20/19	09/20/20	$2,000,000 EACH CLAIM $4,000,000 AGGREGATE $ 5,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **FCS GROUP**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0073024

License Number: 19-00154590

Issue Date January 09, 2019

Expiration Date December 31, 2019

FCS GROUP
7525 166TH AVE NE STE D215

REDMOND WA 98052

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

P. FCS

ITEM # 19-0074

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **FCS Group**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Engineering Services for a Capital Asset Management Plan for the City of Santa Fe as in Exhibit A – The Work Plan attached hereto and incorporated herein:

B. *Performance Measures/ Deliverables.*

Contractor shall substantially perform the following Performance Measures:

Task	Number of Sub-Task	Sub-Task Descriptions
Phase 1: Gathering Data	1	Kick-Off Meeting
Phase 1: Gathering Data	2	Literature Review
Phase 1: Development of AMP	3A	First 50% Preliminary Draft
Phase 1: Development of AMP	3B	Second 75% Pre-Final Draft
Phase 1: Development of AMP	3C	Third 100% Final Draft
Phase 2: Development of Replacement Schedule	4	To feed City Capital Improvement Plan
Phase 3: Asset Management Software	5	Scope and Setup for tie-in to asset management/work order system

1) Kickoff Meeting Agenda (via email)

2) Draft Final Work Plan and Kickoff Meeting Materials (10 copies)

3) Kickoff Meeting Minutes (via email)

4) Final Work Plan (10 copies)

5) Bi-Weekly Progress Meeting Minutes (via email)

6) Monthly Progress Reports (10 copies)

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed an amount of two hundred eighty five thousand and thirty five dollars ($285,035.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand two hundred fifty one and seventy five cents ($14,251.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred ninety nine thousand two hundred eighty six dollars and seventy five cents ($299,286.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the

Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Professional Liability Insurance**. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General Services Department by certified mail.

22. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

23. **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.

24. **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.

25. **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:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
FCS Group
Redmond Town Center
7525 166th Ave. NE, Ste D-215
Redmond, WA 98052

26. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/25/19

CONTRACTOR:
FCS Group

/ PRESIDENT
NAME AND TITLE

DATE: 3/8/2019
CRS#03-420605-00-1
Registration # 18-00154590

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.510300
Business Unit Line Item

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

c. Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by $66,133.31 (Inclusive of NMGRT) to $267,378.71 for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, APRIL 06, 2020

ITEM 6d

Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by $66,133.31 (Inclusive of NMGRT) to $267,378.71 for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

PUBLIC WORKS COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON RIVERA	X		
COUNCILOR ABEYTA	X		
COUNCILOR VIGIL COPPLER	X		
COUNCILOR GARCIA	X		
COUNCILOR VILLARREAL	X		

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division
MEMO

DATE: March 27, 2020

TO: Public Works, CIP & Land Use Committee/ Governing Body

VIA:

John Romero

John Romero, Acting Department Director, Public Works
Michael Rodriguez, Division Director, Facilities

FROM: Anson Rane, Facilities Division Project Administrator, Public Works

ISSUE: Project Progress Update and Approval of Amendment No. 1 for Pool Pro LLC Construction Contract for Pool Resurfacing at Salvador Perez Pool

PROJECT SUMMARY

The Salvador Perez Recreation Building has been undergoing extensive improvements for the past six months with the scope of work including the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors are engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for locker rooms and PoolPro LLC for pool resurfacing. The project is funded by the 2018 GRT bond for $2,124,965; $201,245 from the GRT Bond Premium for the pool resurfacing and $52,396.88 from savings on the GRT Bond funded Southside Library Roof Replacement Project.

Currently, major portions of the work are complete or are nearing completion. The work on the existing swimming pool, the last major component of the schedule, has commenced and is progressing well. However, during the removal of the existing pool liner and plaster finish, several unforeseen conditions came to light which will require additional work and cost to the project. All of the following conditions were not apparent at the time of Pool Pro's proposal due to the fact that the pool liner was still covering the pool surface at that time and could not be removed due to ongoing work in the natatorium:

- The existing pool surfacing consists of 5 total layers of plaster over the original gunite concrete base and all layers must be removed to provide a proper substrate for the new plaster system.
- An existing expansion joint was uncovered under several layers of existing pool plaster and will need to be cleared of plaster and reconditioned.
- A concrete covered utility trench at the bottom of the pool and extending through the length of the pool, was uncovered and the concrete topping will need to be ground down to provide a flush surface for the new plaster system.
- At the perimeter gutter (pool water circulation system) a metal flashing that had been welded to the gutter for the pool liner system will need to be removed and the gutter surface ground smooth in order to provide proper termination of the new plaster system at the gutter.

The total project expenditure for the facility rehabilitation (including previous a change order to B&D Industries), the pool liner and this change order for Pool Pro LLC will be $2,444,740 which is below the budget projected for the project in the GRT Bond of $2,450,000.

Project Schedule
The work of all four contractors must be completed prior to reopening. Both the locker room remodel by FacilityBuild and the B&D Industries work on the building and envelope and structure are substantially complete. The HVAC work by Ameresco is 80% complete with testing and balancing work scheduled to be completed after the pool work. All work is anticipated to be complete by April 30, 2020 and at that time, fitness equipment and furniture can be moved into the building in preparation for the building to be turned back over to the Parks and Recreation Department.

Summary of Pool Pro Contract Amendment No. 1

1. Remove additional layers of existing plaster.
2. Repair and recondition existing plaster expansion joint.
3. At existing concrete covered utility trench in pool, grind down to provide flush surface to receive new pool plaster system.
4. At continuous perimeter gutter system, cut and remove existing metal flashing to allow for removal of existing plaster below, grind smooth at gutter and provide watertight transition of new plaster to gutter.

BUDGET
Funds for Pool Pro Contract Amendment 1 are available in GRT 18355O-Construct, org 3359980 object 572970. This contract is procured through CES Contract 17-011AB-C121-ALL (Exhibit 1,C).

REQUESTED ACTION
Request approval of Amendment No.1 to the Pool Pro LLC contract for pool plastering at the Salvador Perez Recreation Building to increase compensation by $66,133.31 to $267,378.71 inclusive of NMGRT.

ATTACHMENTS
City of Santa Fe – Amendment No.1 to City of Santa Fe Contract for Services (Exhibit 1)
Contractor's Amendment #1 Price Proposal dated 3/16/2020 (Exhibit 1,A)
Contractor's Certificate of Liability Insurance (Exhibit 1,B)
CES Contract with Pool Pro (Exhibit 1,C)
City of Santa Fe Contract 19-0874 with Pool Pro (Exhibit 1,D)
Procurement Checklist – Amendment 1, Pool Pro (Exhibit 2)
Summary of Contract – Amendment 1, Pool Pro (Exhibit 3)
xc: Project File

LEGISLATIVE SCHEDULE:
Public Works Committee: 4/6/2020
City Council: 4/8/2020

Item#_____
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
AGREEMENT BETWEEN CITY AND CONTRACTOR
ITEM#19-0874

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT for SERVICES AGREEMENT #19-0874 BETWEEN CITY AND CONTRACTOR, dated November 13, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Pool Pro LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide construction services for replacement of existing pool liner with pool plaster system at the Salvador Perez Recreation Building per Cooperative Educational Services Contract #17-011AB-C121-ALL.

B. Pursuant to Article 8 of the City of Santa Fe Contract for Services Agreement #19-0874, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. CONTRACT SUM:

Article 3 of the Agreement is amended to increase the total contract sum dollar amount by $66,133.31 to include provision for additional Work per the attached proposal dated March 16, 2020 (Exhibit 1,A), so that Article 3 reads as follows:

The City shall pay the Contractor based upon acceptance of completed work and as invoiced for each deliverable itemized in the Contractor's price proposal.

The total compensation under this Agreement shall not exceed two hundred sixty-seven thousand, three hundred seventy-eight dollars and seventy-one cents, ($267,378.71) inclusive of New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Contract for Services Agreement #19-0874 Between Owner and Contractor for the removal of pool liner and replacement with pool plaster system at the Salvador Perez Recreation Building.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
POOL PRO LLC

Russell Fausnaugh
_____
RUSSELL FAUSNAUGH,
MANAGING MEMBER.

DATE: 4/14/2020
CRS# 2-499252-11-6
Registration# 19-00110959

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM 3/25/20
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
Business Unit/Line Item
3359980.572970; GRT 18355O-Construct

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor PoolPro LLC

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $201,245.40

Termination Date: June 30, 2023

☑ Approved by Council Date: pending

☐ or by City Manager Date:

Contract is for: Salvador Perez Recreation Building Pool Liner Replacement

Amendment # 1 to the Original Contract#

Increase/(Decrease) Amount $ $66,133.31

Extend Termination Date to: N/A

☑ Approved by Council Date: pending

☐ or by City Manager Date:

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 201,245.40 of original Contract# 19-0874 Termination Date: 6/30/2023
Reason: Removal of existing pool liner and replacement with new plaster

Amount $ 66,133.31 amendment # 1 Termination Date: 6/30/2023
Reason: Unforeseen conditions: add'l plaster removal, exp. joint repair, perimeter gutter repairs

Amount $ amendment # Termination Date:
Reason:

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# Date:

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Cooperative Educational Services

6 **Procurement History:** New Contract, Amendment 1

Purchasing Officer Review Stan Holloway (Jun 22, 2020 08:22 MDT)

Comments or Exceptions: _____ **#**

7 **Funding Source:** Facilities CIP, Salvador Perez Repairs **BU/Line Item:** RC183200K.3209980.572970

Alexis Lotero (Jun 23, 2020 20:52 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Anson Rane

Phone # 955-5935

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: PoolPro LLC

Procurement Title: Amendment No. 1: Salvador Perez Recreation Building Pool Liner Replacement

Other Methods: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* ☐ _____

Department Requesting/Staff Member: Parks and Recreation, Denise Dominguez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Denise Dominguez, Pool Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

Fran Dunaway (Jul 22, 2020 08:22 MDT)
_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☐ Other: _____

AWARD*

YES N/A

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☐ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☒ ☐ Finalized Council Committee Minutes
☐ ☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Denise Dominguez, Pool Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

POOLP-1 OP ID: MT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Cara Cress	CONTACT NAME: Cara Cress PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: ccress@cressinsurance.com
INSURED Pool Pro LLC Rusty Fausnaugh P O Box 19426 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Acuity — 14184 INSURER B : INSURER C : New Mexico Mutual Casualty — 40627 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZD5958	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZD5958	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			44320.116	08/01/2019	08/01/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

MISCEL1

City of Santa Fe
Salvador Perez Swimming Pool
601 Alta Vista
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

March 16, 2020

Anson Rane
City of Santa Fe Facilities Division, Project Administrator
601 Alta Vista St. Santa Fe NM 87505

Re: Removal of extra plaster, gutter skirt, and expansion joint Salvador Perez Pool
Pool 75' x 55' 3' to 10' deep with ramp in shallow end

1. Remove additional layers of plaster from the pool shell and haul off. Chip down the concrete where the new main drains where installed so the concrete will be flush with the existing plaster

$21,500.00

Note: 5 men, 4 days, equipment, hauling

2. Removal of flanges and gutter skirt

$12,775.00

Note: 2 men, 3 days, 2welders, equipment, hauling

3. Install 2 coats of waterproofing membrane with poly fabric to cold joints in the pool where the new ramp was added. Clean out the existing expansion joint at the break line and repair concrete along the joint. Install 2x2" non-skid tile along each side of the expansion joint and seal with chemical resistant white sealant

$14,460.00

Note: 2 men, 2 days, Tiler, application of membrane and waterproof coating at ramp cold joints, tile, joint sealant

4. Rebuild ramp wall where the loose material has been removed in prep for new tile. Install 2x2" non-skid white tile on the side walls of the ramps where the railing is non removable and seal around railing post with chemical resistant sealant

$11,180.00

Note: 2 tilers, 2 masons, 2 days, rebuild wall behind rail and at rail penetrations, 220 sq.ft. 2"x2" tile, grout and sealant

5. Bond $1,500.00

6. Tax $4,718.31

$66,133.31

Thank you for the opportunity to participate in your project. Please call if you have any questions.

Respectfully submitted,

Rusty Fausnaugh

CES

COOPERATIVE EDUCATIONAL SERVICES

December 02, 2016

Contract Award Letter

Julie Fausnaugh
POOL PRO
PO Box 19426
Albuquerque, NM 87119

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:
17-011AB-C121-ALL Swimming Pools

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2017-011A solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

> Pool Pro, LLC is a company dedicated to providing an all-around safe aquatic environment at regulated swimming pools in New Mexico. Our expertise includes all aspects of managing a commercial swimming pool, from water quality and mechanical systems to staff training and programming. PoolPro is the only business in the State of New Mexico that provides product sales and support for commercial swimming pools.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Form B

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2017-011A

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name PoolPro LLC

Address PO Box 19426 City Albuquerque State NM Zip 87,119

Contract Contact Person Julie Fausnaugh

Authorized Signature Julie Fausnaugh Printed Name Julie Fausnaugh

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

[X] If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

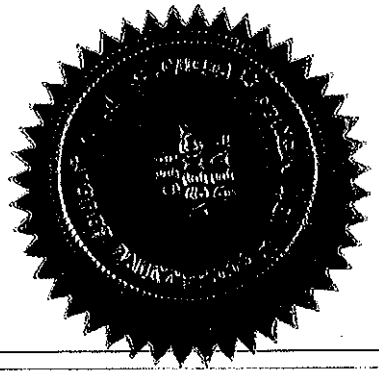
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chaney
CES Authorized Signature

Awarded this 16th day of November 2016.



EXTENSION OF CONTRACT

made by and between

POOL PRO

and

Cooperative Educational Services

Said Contract(s) being numbered:

17-011AB-C121-ALL Fitness, Parks, Playground, Recreational Equipment and Related Items

The existing Contract initially commenced on November 16, 2016 and will expire on November 16, 2017. The Term of Contract and Extension in 2017-011A RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 15, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 16, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2017-011A RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez Date October 10, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Julie Fauvnaugh Date 10/13/17

Printed Name Julie Fauvnaugh Title Owner/member

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11-16-17

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective

11/16/2017

Authorized Signature _____ Date _____

Cooperative Educational Services - Contract Amendment for Increase in CES Administrative Fee

It is mutually agreed between the parties that the Contract Amendment to increase the CES Administrative Fee from 1.0% to 1.25% for all purchase orders received January 1, 2019 and after, regardless of the date of the quote, for the following Contract Holder and Contract Number(s).

POOLPRO LLC

17-011AB-C121-ALL 17-011BB-C102-ALL 17-011BB-R123-ALL

Must check one of the options below:

_____Increase administrative fee with no changes in contract(s) pricing;

__X__Increase administrative fee with changes in contract(s) pricing;

_____Terminate the contract(s).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of signature by CES below, or a specified date, whichever is later.

POOLPRO LLC	CES
Company Name	Cooperative Educational Services
Authorized Signature	Authorized Signature
Russell Fausnaugh	David Chavez
Print Name	Print Name
12.7.2018	11/30/2018
Date Signed	Date Signed

TAB 6
Form D: OFFEROR'S INDEFINITE QUANTITY UNIT PRICE DECLARATION FORM

Instructions: (Place behind Tab 6)

To complete and submit your pricing information in response to this solicitation, Indefinite Quantity Offeror's Cost Proposal Excel Price Book, which has individual price sheets labeled for each Category in which you may respond. Please complete and place this form (Form D) document behind Tab 6.

Check the Category that applies:

(___) Lot - 1: Playgrounds
(X) Lot - 2: Water Parks & Fountains
(___) Lot - 3: Skate Parks
(___) Lot - 4: Site Furnishings
(___) Lot - 5: Surfacing Materials

By placing my initials here [illegible], I acknowledge that I have read and reviewed the solicitation document sections and exhibits that relate to preparing and submitting cost and pricing information.

1. Format to submit catalog, manufacturer, or public price list information:
   a. Offeror's Name
   b. Manufacturer's Name/Brand
   c. Product Number
   d. Product Name/Description
   e. Unit of Measure - Example each, per dozen, 12 oz bottle, etc.
   f. Unit Price
   g. CES Discount
   h. Discounted Price
2. Catalogs and Published Price Lists are to be submitted electronically. Offer pricing related terms, conditions, stipulations and requirements that cannot be indicated and/or communicated using the established Excel pricing books must be attached as a separate document (Place behind Tab 6). Such areas may include, but is not limited to:
   a. Shipping, freight, or delivery costs;
   b. Minimum order requirements;
   c. Volume discounts and pricing points;
   d. Maintenance agreements, if applicable;
   e. Warranties and extended warranty options;
   f. Product returns and allowances.
3. Once your offer is accepted, any future price adjustments must be made in the same manner and in accordance with the general terms and conditions.
4. If, for any reason, you need to lower a price to remain competitive, or to pass on a special price offered by a manufacturer or supplier, you must first send notice (fax, email, or letter) to CES, officially lowering the price. Once CES has received the information and acknowledged the price change, then you may offer the new prices to your customers. It is against the Terms and Conditions of this RFP to agree to a lower price with a customer and then later notify CES or not offer it to all CES Eligible Agencies wanting to procure the same item and the same quantity. CES and its Eligible Agencies understand that there are times that Offerors want to reward a customer or is in a very competitive situation and wants to provide an additional cost incentive. If this situation arises, the Offeror may donate (provide at no cost) any product or service as a cost enhancement. However, on its price proposal, the item shall be listed at its CES contract price with the notation that indicates it is a "no cost donated".

Pricing sheet - January 20, 2019 good through December 31, 2019 and subject to market changes.			2019		CES PRICING	
Most Prices do not include shipping • If you do not see something on this list, please call.						
All pricing subject to change • Please call to confirm and determine availability						
visit our website at poolprollc.com or facebook.com/poolprollc						
POOL PRO LLC						
2440 Alamo Ave, SE #108 Albuquerque, NM 87106			505-328-7665 *Not on the List? Call for a quote!!!*			
	SANITIZERS					
50#	Calcium Hypochlorite Tabs 1"	$130.00			$123.50	1-4 each
	Pricing by volume	$122.00			$115.90	5-12 each
	For Vantage/Pulsar feeders	$115.00			$109.25	13 +
50#	Bromine 1" tabs	$255.00			$242.25	
50#	Trichlor 1" Tabs	$200.00			$190.00	
50#	Trichlor 3" tabs	$200.00		chlorine with stabilizer	$190.00	
55#	Calcium Hypochlorite 3"	$142.00			$134.90	
	CHEMICALS FOR WATER BALANCE					
55 Gal	Acid Magic - call for price quote					
15 gal	Acid Magic	$121.00		Buffered Muriatic Acid - Less Fuming	$114.95	
1 gal	Acid Magic	$10.75		Buffered Muriatic Acid - Less Fuming	$10.21	
Case/4	Acid Magic	$43.00		Case 4x1 gal	$40.85	
50#	Calcium Chloride	$45.00		Increase Calcium Hardness	$42.75	
100#	Cal Hypo (Granular)	$250.00		shock increase chlorine	$237.50	
50#	Cal Hypo (Granular)	$162.50		shock increase chlorine	$154.38	
50#	Potassium Monopersulfate	$155.00		Non Chlorine shock	$147.25	
55#	Cyanuric Acid (stabilizer)	$130.00		Stabilizes Chlorine -- for outdoor pools only!	$123.50	
100#	Cyanuric Acid	$200.00		Stabilizes Chlorine -- for outdoor pools only!	$190.00	
50#	Soda Ash	$49.00		Sodium Carbonate - Increase pH	$46.55	
50#	Sodium Bicarbonate	$46.00		Raise Alkalinity	$43.70	
50#	Sodium Bisulfate	$60.00		Also Known as pH Down (dry acid)	$57.00	
50#	Sodium Thiosulfate	$75.00		Remove Chlorine	$71.25	
	SPECIALTY CHEMICALS					
10#	Poly-A Clarifying Tablets	$59.00		For enhanced Filtration Capability	$56.05	
1 gal	PoolZyme	$32.00		Enzymes	$30.40	
Case/4	PoolZyme	$128.00		Enzymes	$121.60	
quart	90- Day Algaecide	$16.75		Treats all kinds of algae	$15.91	
gallon	90-Day Algaecide	$55.00		Treats all kinds of algae	$52.25	
Case/4	90-Day Algaecide	$201.00		Treats all kinds of algae	$190.95	
gallon	Clear Blue/Super Clarifier	$40.00		Clarifier	$38.00	
Case/4	Clear Blue/super Clarifier	$160.00		Clarifier	$152.00	
quart	Foam Down	$18.00		say no more!	$17.10	
Case/12	Foam Down	$216.00		say no more!	$205.20	
quart	Metal Out/Metal Eliminator	$16.00		Chelating Agent	$15.20	
Case/12	Metal Out/Metal Eliminator	$192.00		Chelating Agent	$182.40	
4 oz	Pool Putty	$14.00			$13.30	
Case/12	Pool Putty	$168.00			$159.60	
64oz	Start up Tech/Beautec	$47.84			$45.45	
	FILTER MEDIA					
50#	Filter Sand	$15.50		the "right" kind for hi-rate sand filters	$14.73	
25#	Zeosand	$19.50		longer lasting alternative to sand	$18.53	
25#	Diatomaceous Earth	$19.90		for DE filters only	$18.91	
	REAGEANTS/TEST KITS					
Pallintest Photometers						
1 ea	Pooltest 9 photometer	985.00			$935.75	
1 ea	Pooltest 6 photometer	685.00			$650.75	
1 ea	Pooltest 3 photometer	495.00			$470.25	
250	DPD #1, DPD #3, Phenol Red	29.00			$27.55	
250	Cyanuric Acid	73.00			$69.35	
250/250	Alkalinity (Alkaphot M)	87.00			$82.65	
250	Calcium Hardness(Calcicol)	101.00			$95.95	
Pkg/5	Glass Test Tube For Pal 9 Kit or Pal 6 Kit	48.50			$46.08	
LaMotte						
1 ea	Color Q Photometer Pro 7	$187.95			$178.55	
1000 ct	DPD #1, #3	$67.50			$64.13	

	1000 ct	DPD #1, #3 (Instrumental Grade)	$72.50			$68.88	
	1000 ct	Cal Hardness, Alkalinity, Phenol Red	$67.50			$64.13	
	1000 ct	Cal Hardness, Alkalinity, Phenol Red (IG)	$72.50			$68.88	
	1000 ct	Cyanuric Acid	$69.50			$66.03	
	1 ea	10 ml Test Tube	$5.00			$4.75	
	Taylor						
	1 ea	K-2005 Professional Test Kit	$78.50			$74.58	
	1 ea	R0001 DPD #1 - .75	$4.95			$4.70	
	1 ea	R0001 DPD #1 - 2oz	$9.20			$8.74	
	1 ea	R0002 DPD #2 - .75	$5.10			$4.85	
	1 ea	R0002 DPD #2 -2oz	$9.50			$9.03	
	1 ea	R0003 DPD #3 - .75	$5.25			$4.99	
	1 ea	R0003 DPD #3- 2oz	$10.50			$9.98	
	1 ea	R0004 pH - .75	$4.50			$4.28	
	1 ea	R0004 pH - 2oz	$6.30			$5.99	
	1 ea	R0007 Thiosulfate -.75	$4.50			$4.28	
	1 ea	R0007 Thiosulfate - 2oz	$6.30			$5.99	
	1 ea	R0009 Sulfuric Acid .75	$4.50			$4.28	
	1 ea	R0009 Sulfuric Acid 2oz	$6.30			$5.99	
	1 ea	R0010 Calcium Buffer .75	$4.95			$4.70	
	1 ea	R0010 Calcium Buffer 2oz	$7.09			$6.74	
	1 ea	R0011 Indicator .75	$7.55			$7.17	
	1 ea	R0011 Indicator 2oz	$10.81			$10.27	
	1 ea	R0012 Calcium Hardness .75	$4.30			$4.09	
	1 ea	R0012 Calcium Hardness 2oz	$7.45			$7.08	
	1 ea	R0013 Cyanuric Acid .75	$4.15			$3.94	
	1 ea	R0013 Cyanuric Acid 2oz	$6.25			$5.94	
	1 ea	R0870 DPD Powder 10g	$9.40			$8.93	
	1 ea	R0870 DPD Powder 1/4#	$55.00			$52.25	
	1 ea	R0871 FAS-DPD Titrating 2oz	$14.75			$14.01	
	1 ea	R0871 FAS-DPD Titrating pint	$38.00			$36.10	
	1 ea	K-2005 Comparator	$14.50			$13.78	
		CHEMICAL CONTROLLERS AND PARTS					
	1 ea	Strantrol pH Probes	$259.00			$246.05	
	1 ea	Strantrol Orp Probes	$311.00			$295.45	
		Chemical Feed Pump Stenner 1/4"	$450.00			$427.50	
		Stenner replacement parts					
	Regular Maintenance (replace these parts every six months):						
	1 ea	Feed Tube #1,2,5,7	$20.00			$19.00	
	5/PK	Feed Tube #1,2,5,7	$100.00			$95.00	
	1 ea	Duckbill	$4.60			$4.37	
	5/PK	Duckbill	$23.00			$21.85	
	10 ea	Ferrule	$7.75			$7.36	
	Parts that wear out:						
	1 ea	1/4" Injection Check Valve	$21.50			$20.43	
	1 ea	3/8" Injection Check Valve	$24.50			$23.28	
	1 box	1/4" Tubing 100Ft	$25.00			$23.75	
	1 box	3/8" Tubing 100Ft	$35.00			$33.25	
	1 ea	1/4" Connecting Nuts	$2.00			$1.90	
	1 ea	3/8" Adaptor & Nut	$12.45			$11.83	
	1 ea	Index Plate	$25.00			$23.75	
	1 ea	Index Spider	$35.00			$33.25	
	1 ea	Index Pin Assembly with Lifter	$75.00			$71.25	
	1 ea	Roller Assembly	$45.00			$42.75	
	1 ea	Variable Cam	$20.00			$19.00	
	Signs						
	1 ea	CPR, Pool Rules, No Lifeguard	$20.00		18x24	$19.00	
	1 ea	No Glassware, No Running	$10.00		12x18	$9.50	
	1 ea	Emergency Shut Off	$10.00		9x12	$9.50	
	1 ea	Shower Before Entering	$10.00		12x18	$9.50	
	1 ea	Pool Capacity	$15.00		12x18	$14.25	
	1 ea	No Diving	$15.00		12x18	$14.25	
	Misc Labor						
	per hour	Brushing the Pool rate	$115.79			$110.00	

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POOL PRO LLC						
				505-328-7665		
2440 Alamo Ave, SE #108				*Not on the List? Call for a quote!!!*		
Albuquerque, NM 87106						
	SANITIZERS					
50#	Calcium Hypochlorite Tabs 1"	$130.00			$123.50	1-4 each
	Pricing by volume	$122.00			$115.90	5-12 each
	For Vantage/Pulsar feeders	$115.00			$109.25	13 +
50#	Bromine 1" tabs	$255.00			$242.25	
50#	Trichlor 1" Tabs	$200.00			$190.00	
50#	Trichlor 3" tabs	$200.00		chlorine with stabilizer	$190.00	
55#	Calcium Hypochlorite 3"	$142.00			$134.90	
	CHEMICALS FOR WATER BALANCE					
55 Gal	Acid Magic - call for price quote					
15 gal	Acid Magic	$121.00		Buffered Muriatic Acid - Less Fuming	$114.95	
1 gal	Acid Magic	$10.75		Buffered Muriatic Acid - Less Fuming	$10.21	
Case/4	Acid Magic	$43.00		Case 4x1 gal	$40.85	
50#	Calcium Chloride	$45.00		Increase Calcium Hardness	$42.75	
100#	Cal Hypo (Granular)	$250.00		shock increase chlorine	$237.50	
50#	Cal Hypo (Granular)	$162.50		shock increase chlorine	$154.38	
50#	Potassium Monopersulfate	$155.00		Non Chlorine shock	$147.25	
55#	Cyanuric Acid (stabilizer)	$130.00		Stabilizes Chlorine -- for outdoor pools only!	$123.50	
100#	Cyanuric Acid	$200.00		Stabilizes Chlorine -- for outdoor pools only!	$190.00	
50#	Soda Ash	$49.00		Sodium Carbonate - Increase pH	$46.55	
50#	Sodium Bicarbonate	$46.00		Raise Alkalinity	$43.70	
50#	Sodium Bisulfate	$60.00		Also Known as pH Down (dry acid)	$57.00	
50#	Sodium Thiosulfate	$75.00		Remove Chlorine	$71.25	
	SPECIALTY CHEMICALS					
10#	Poly-A Clarifying Tablets	$59.00		For enhanced Filtration Capability	$56.05	
1 gal	PoolZyme	$32.00		Enzymes	$30.40	
Case/4	PoolZyme	$128.00		Enzymes	$121.60	
quart	90- Day Algaecide	$16.75		Treats all kinds of algae	$15.91	
gallon	90-Day Algaecide	$55.00		Treats all kinds of algae	$52.25	
Case/4	90-Day Algaecide	$201.00		Treats all kinds of algae	$190.95	
gallon	Clear Blue/Super Clarifier	$40.00		Clarifier	$38.00	
Case/4	Clear Blue/super Clarifier	$160.00		Clarifier	$152.00	
quart	Foam Down	$18.00		say no more!	$17.10	
Case/12	Foam Down	$216.00		say no more!	$205.20	
quart	Metal Out/Metal Eliminator	$16.00		Chelating Agent	$15.20	
Case/12	Metal Out/Metal Eliminator	$192.00		Chelating Agent	$182.40	
4 oz	Pool Putty	$14.00			$13.30	
Case/12	Pool Putty	$168.00			$159.60	
64oz	Start up Tech/Beautec	$47.84			$45.45	
	FILTER MEDIA					
50#	Filter Sand	$15.50		the "right" kind for hi-rate sand filters	$14.73	
25#	Zeosand	$19.50		longer lasting alternative to sand	$18.53	
25#	Diatomaceous Earth	$19.90		for DE filters only	$18.91	
	REAGEANTS/TEST KITS					
Palintest Photometers						
1 ea	Pooltest 9 photometer	985.00			$935.75	
1 ea	Pooltest 6 photometer	685.00			$650.75	
1 ea	Pooltest 3 photometer	495.00			$470.25	
250	DPD #1, DPD #3, Phenol Red	29.00			$27.55	
250	Cyanuric Acid	73.00			$69.35	
250/250	Alkalinity (Alkaphot M)	87.00			$82.65	
250	Calcium Hardness(Calcicol)	101.00			$95.95	
Pkg/5	Glass Test Tube For Pal 9 Kit or Pal 6 Kit	48.50			$46.08	
LaMotte						
1 ea	Color Q Photometer Pro 7	$187.95			$178.55	
1000 ct	DPD #1, #3	$67.50			$64.13	

	1000 ct	DPD #1, #3 (Instrumental Grade)	$72.50			$68.88	
	1000 ct	Cal Hardness, Alkalinity, Phenol Red	$67.50			$64.13	
	1000 ct	Cal Hardness, Alkalinity, Phenol Red (IG)	$72.50			$68.88	
	1000 ct	Cyanuric Acid	$69.50			$66.03	
	1 ea	10 ml Test Tube	$5.00			$4.75	
	Taylor						
	1 ea	K-2005 Professional Test Kit	$78.50			$74.58	
	1 ea	R0001 DPD #1 - .75	$4.95			$4.70	
	1 ea	R0001 DPD #1 - 2oz	$9.20			$8.74	
	1 ea	R0002 DPD #2 - .75	$5.10			$4.85	
	1 ea	R0002 DPD #2 -2oz	$9.50			$9.03	
	1 ea	R0003 DPD #3 - .75	$5.25			$4.99	
	1 ea	R0003 DPD #3- 2oz	$10.50			$9.98	
	1 ea	R0004 pH - .75	$4.50			$4.28	
	1 ea	R0004 pH - 2oz	$6.30			$5.99	
	1 ea	R0007 Thiosulfate -.75	$4.50			$4.28	
	1 ea	R0007 Thiosulfate - 2oz	$6.30			$5.99	
	1 ea	R0009 Sulfuric Acid .75	$4.50			$4.28	
	1 ea	R0009 Sulfuric Acid 2oz	$6.30			$5.99	
	1 ea	R0010 Calcium Buffer .75	$4.95			$4.70	
	1 ea	R0010 Calcium Buffer 2oz	$7.09			$6.74	
	1 ea	R0011 Indicator .75	$7.55			$7.17	
	1 ea	R0011 Indicator 2oz	$10.81			$10.27	
	1 ea	R0012 Calcium Hardness .75	$4.30			$4.09	
	1 ea	R0012 Calcium Hardness 2oz	$7.45			$7.08	
	1 ea	R0013 Cyanuric Acid .75	$4.15			$3.94	
	1 ea	R0013 Cyanuric Acid 2oz	$6.25			$5.94	
	1 ea	R0870 DPD Powder 10g	$9.40			$8.93	
	1 ea	R0870 DPD Powder 1/4#	$55.00			$52.25	
	1 ea	R0871 FAS-DPD Titrating 2oz	$14.75			$14.01	
	1 ea	R0871 FAS-DPD Titrating pint	$38.00			$36.10	
	1 ea	K-2005 Comparator	$14.50			$13.78	
		CHEMICAL CONTROLLERS AND PARTS					
	1 ea	Strantrol pH Probes	$296.00			$281.20	
	1 ea	Strantrol Orp Probes	$311.00			$295.45	
		Chemical Feed Pump Stenner 1/4"	$450.00			$427.50	
		Stenner replacement parts					
	Regular Maintenance (replace these parts every six months):						
	1 ea	Feed Tube #1,2,5,7	$20.00			$19.00	
	5/PK	Feed Tube #1,2,5,7	$100.00			$95.00	
	1 ea	Duckbill	$4.60			$4.37	
	5/PK	Duckbill	$23.00			$21.85	
	10 ea	Ferrule	$7.75			$7.36	
	Parts that wear out:						
	1 ea	1/4" Injection Check Valve	$21.50			$20.43	
	1 ea	3/8" Injection Check Valve	$24.50			$23.28	
	1 box	1/4" Tubing 100Ft	$25.00			$23.75	
	1 box	3/8" Tubing 100Ft	$35.00			$33.25	
	1 ea	1/4" Connecting Nuts	$2.00			$1.90	
	1 ea	3/8" Adaptor & Nut	$12.45			$11.83	
	1 ea	Index Plate	$25.00			$23.75	
	1 ea	Index Spider	$35.00			$33.25	
	1 ea	Index Pin Assembly with Lifter	$75.00			$71.25	
	1 ea	Roller Assembly	$45.00			$42.75	
	1 ea	Variable Cam	$20.00			$19.00	
	Signs						
	1 ea	CPR, Pool Rules, No Lifeguard	$20.00		18x24	$19.00	
	1 ea	No Glassware, No Running	$10.00		12x18	$9.50	
	1 ea	Emergency Shut Off	$10.00		9x12	$9.50	
	1 ea	Shower Before Entering	$10.00		12x18	$9.50	
	1 ea	Pool Capacity	$15.00		12x18	$14.25	
	1 ea	No Diving	$15.00		12x18	$14.25	
	Misc Labor						
	per hour	Brushing the Pool rate	$115.79			$110.00	

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50#	Calcium Chloride	$45.00		Increase Calcium Hardness	$42.75	
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50#	Cal Hypo (Granular)	$162.50		shock increase chlorine	$154.38	
50#	Potassium Monopersulfate	$155.00		Non Chlorine shock	$147.25	
55#	Cyanuric Acid (stabilizer)	$130.00		Stabilizes Chlorine -- for outdoor pools only!	$123.50	
100#	Cyanuric Acid	$200.00		Stabilizes Chlorine -- for outdoor pools only!	$190.00	
50#	Soda Ash	$49.00		Sodium Carbonate - Increase pH	$46.55	
50#	Sodium Bicarbonate	$46.00		Raise Alkalinity	$43.70	
50#	Sodium Bisulfate	$60.00		Also Known as pH Down (dry acid)	$57.00	
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quart	90- Day Algaecide	$16.75		Treats all kinds of algae	$15.91	
gallon	90-Day Algaecide	$55.00		Treats all kinds of algae	$52.25	
Case/4	90-Day Algaecide	$201.00		Treats all kinds of algae	$190.95	
gallon	Clear Blue/Super Clarifier	$40.00		Clarifier	$38.00	
Case/4	Clear Blue/super Clarifier	$160.00		Clarifier	$152.00	
quart	Foam Down	$18.00		say no more!	$17.10	
Case/12	Foam Down	$216.00		say no more!	$205.20	
quart	Metal Out/Metal Eliminator	$16.00		Chelating Agent	$15.20	
Case/12	Metal Out/Metal Eliminator	$192.00		Chelating Agent	$182.40	
4 oz	Pool Putty	$14.00			$13.30	
Case/12	Pool Putty	$168.00			$159.60	
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50#	Filter Sand	$15.50		the "right" kind for hi-rate sand filters	$14.73	
25#	Zeosand	$19.50		longer lasting alternative to sand	$18.53	
25#	Diatomaceous Earth	$19.90		for DE filters only	$18.91	
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1 ea	Pooltest 6 photometer	685.00			$650.75	
1 ea	Pooltest 3 photometer	495.00			$470.25	
250	DPD #1, DPD #3, Phenol Red	29.00			$27.55	
250	Cyanuric Acid	73.00			$69.35	
250/250	Alkalinity (Alkaphot M)	87.00			$82.65	
250	Calcium Hardness(Calcicol)	101.00			$95.95	
Pkg/5	Glass Test Tube For Pal 9 Kit or Pal 6 Kit	48.50			$46.08	
LaMotte						
1 ea	Color Q Photometer Pro 7	$187.95			$178.55	

1000 ct	DPD #1, #3	$67.50				$64.13	
1000 ct	DPD #1, #3 (Instrumental Grade)	$72.50				$68.88	
1000 ct	Cal Hardness, Alkalinity, Phenol Red	$67.50				$64.13	
1000 ct	Cal Hardness, Alkalinity, Phenol Red (IG)	$72.50				$68.88	
1000 ct	Cyanuric Acid	$69.50				$66.03	
1 ea	10 ml Test Tube	$5.00				$4.75	
Taylor							
1 ea	K-2005 Professional Test Kit	$78.50				$74.58	
1 ea	R0001 DPD #1 - .75	$4.95				$4.70	
1 ea	R0001 DPD #1 - 2oz	$9.20				$8.74	
1 ea	R0002 DPD #2 - .75	$5.10				$4.85	
1 ea	R0002 DPD #2 -2oz	$9.50				$9.03	
1 ea	R0003 DPD #3 - .75	$5.25				$4.99	
1 ea	R0003 DPD #3- 2oz	$10.50				$9.98	
1 ea	R0004 pH - .75	$4.50				$4.28	
1 ea	R0004 pH - 2oz	$6.30				$5.99	
1 ea	R0007 Thiosulfate -.75	$4.50				$4.28	
1 ea	R0007 Thiosulfate - 2oz	$6.30				$5.99	
1 ea	R0009 Sulfuric Acid .75	$4.50				$4.28	
1 ea	R0009 Sulfuric Acid 2oz	$6.30				$5.99	
1 ea	R0010 Calcium Buffer .75	$4.95				$4.70	
1 ea	R0010 Calcium Buffer 2oz	$7.09				$6.74	
1 ea	R0011 Indicator .75	$7.55				$7.17	
1 ea	R0011 Indicator 2oz	$10.81				$10.27	
1 ea	R0012 Calcium Hardness .75	$4.30				$4.09	
1 ea	R0012 Calcium Hardness 2oz	$7.45				$7.08	
1 ea	R0013 Cyanuric Acid .75	$4.15				$3.94	
1 ea	R0013 Cyanuric Acid 2oz	$6.25				$5.94	
1 ea	R0870 DPD Powder 10g	$9.40				$8.93	
1 ea	R0870 DPD Powder 1/4#	$55.00				$52.25	
1 ea	R0871 FAS-DPD Titrating 2oz	$14.75				$14.01	
1 ea	R0871 FAS-DPD Titrating pint	$38.00				$36.10	
1 ea	K-2005 Comparator	$14.50				$13.78	
	CHEMICAL CONTROLLERS AND PARTS						
1 ea	Strantrol pH Probes	$259.00				$246.05	
1 ea	Strantrol Orp Probes	$311.00				$295.45	
	Chemical Feed Pump Stenner 1/4"	$450.00				$427.50	
	Stenner replacement parts						
Regular Maintenance (replace these parts every six months):							
1 ea	Feed Tube #1,2,5,7	$20.00				$19.00	
5/PK	Feed Tube #1,2,5,7	$100.00				$95.00	
1 ea	Duckbill	$4.60				$4.37	
5/PK	Duckbill	$23.00				$21.85	
10 ea	Ferrule	$7.75				$7.36	
Parts that wear out:							
1 ea	1/4" Injection Check Valve	$21.50				$20.43	
1 ea	3/8" Injection Check Valve	$24.50				$23.28	
1 box	1/4" Tubing 100Ft	$25.00				$23.75	
1 box	3/8" Tubing 100Ft	$35.00				$33.25	
1 ea	1/4" Connecting Nuts	$2.00				$1.90	
1 ea	3/8" Adaptor & Nut	$12.45				$11.83	
1 ea	Index Plate	$25.00				$23.75	
1 ea	Index Spider	$35.00				$33.25	
1 ea	Index Pin Assembly with Lifter	$75.00				$71.25	
1 ea	Roller Assembly	$45.00				$42.75	
1 ea	Variable Cam	$20.00				$19.00	
Signs							
1 ea	CPR, Pool Rules, No Lifeguard	$20.00			18x24	$19.00	
1 ea	No Glassware, No Running	$10.00			12x18	$9.50	
1 ea	Emergency Shut Off	$10.00			9x12	$9.50	
1 ea	Shower Before Entering	$10.00			12x18	$9.50	
1 ea	Pool Capacity	$15.00			12x18	$14.25	
1 ea	No Diving	$15.00			12x18	$14.25	

REQUEST FOR PROPOSAL 2017-011A
ADDENDUM NO. 2

To: Prospective Offerors

From: Dotty McKinney, Purchasing Manager
Cooperative Educational Services

Date: September 23, 2016

Subject: **Changes to RFP Documents**

As requested in the Pre-Proposal meeting, CES is moving the due date and time for the RFP one week and is modifying the warranty requirements for Lot 2 equipment. Please note as follows:

1. SECTION I: INSTRUCTIONS TO OFFERORS
   Paragraph C. SCHEDULE OF EVENTS
   RFP Proposal Due Date – change to read:

   RFP Due Date shall be Friday, October 7, 2016 at 11:00 a.m. local time.

2. SECTION II: RFP 2017-011A Scope of Work & Specifications
   Lot 2 – Water Park, Fountain and Pool Equipment and Related Products
   Para. 2, Warranties
   Subparagraph A. Equipment, materials and labor shall be warranted at a minimum as follows:
   Change to read:
   1) All equipment by manufacturer through installer
   2) All materials by manufacturer through installer
   3) All labor by installer for 1 year

By dating, signing and returning this page (please place behind Tab 1 of your response), the Offeror acknowledges receipt of Addendum No. 2.

Date: 10-5-2016 Company Name/Print: [illegible]

Printed Name: [illegible] Signature: [illegible]

REQUEST FOR PROPOSAL
RFP 2017-011A

ADDENDUM NO. 1

To: Prospective Offerors

From: Darcy McKinney, Purchasing Manager
Cooperative Educational Services

Date: September 5, 2016

Subject: **RFP 2017-011A Pre-Proposal Meeting Date and Time Change**

Due to the New Mexico Parks and Recreation Association annual conference being held in Farmington, NM on September 14th, 15th and 16th, 2016, CES has moved up the date and time for the Pre-Proposal Meeting to accommodate potential Offerors that may be attending the NMRPA Conference.

SECTION 1 INSTRUCTIONS TO OFFERORS
Part C. SCHEDULE OF EVENTS

Non-Mandatory Pre-Proposal Meeting
Change the date and time of the meeting to the following:

Tuesday, September 13, 2016 at 2:00 P.M. Local Time

Location of Meeting:
4216 Balloon Park Rd. NE (West side of Jefferson off I-25)
Albuquerque, NM 87109

If you cannot attend, please contact our department for instructions to log-in remotely.

By dating, signing and returning this page **(please place behind Tab 1 of your response)**, the Offeror acknowledges receipt of Addendum No. 1.

Date: _____ Company Name (Print): _____

Printed Name: _____ Signature: _____

PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

Executive Summary - PoolPro LLC

Pool Pro, LLC is a company dedicated to providing an all-around safe aquatic environment at regulated swimming pools in New Mexico, West Texas and Southern Colorado.

Our company was established as a limited liability company in January of 2003. The business was originally established in August of 1995 as a sole proprietorship by Rusty Fausnaugh. Today our company is owned by Russell and Julie Fausnaugh our of our facility in Albuquerque, NM.

Our expertise includes all aspects of managing a commercial swimming pool, from water quality and mechanical systems to staff training and programming. PoolPro is the only business in the State of New Mexico that provides product sales and support for commercial swimming pools.

Products & Services
PoolPro has established strong relationships with a variety of local and national companies that provide products and services relevant to the swimming pool industry.

We have the capability of providing chemicals for water treatment, equipment (and installation) for recirculation, filtration, chemical feed and heating systems; for livesaving, deck and ADA access equipment. We also have the credentials to provide staff training that provide a nationally recognized 5 year certified swimming operator certification as well as customized training for particular needs. In addition, we can provide repair/renovation for pump room components or pool structure/surfacing, leak detection services, startup and closing of seasonal pools, daily operational services, weekly/monthly operational maintenance, inspections for regulatory compliance, and feasibility studies for construction and renovation.

With Russell Fausnaugh as a qualifying party, we are licensed by the New Mexico Construction Industries Division to renovate and build swimming pools, spas and splash pads. Russell also carries a GS25, MS07 and JSP.

Market Segment
Over the past 20 years, PoolPro has worked with virtually every publicly owned swimming pool in the State of New Mexico as well as in Western Texas along the border with New Mexico. We also work with many private and non-profit owners that provide pools and/or spas for large groups of people, such as county clubs, homeowner's associations, hotels and therapy facilities.

Our company's philosophy has always been to provide the customer with what the need to create a safe environment for its patrons and staff. We work to educate owners on the products available to them so they can make the best choice for the facility. We strive to offer our services at fair prices, and honor all warranty and quality of workmanship agreements.

Form C AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the Offeror), being duly sworn, on his oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other Contractors, or with any official of CES, or any employee thereof, or any person, firm or corporation under contract with CES, whereby the Contractor, in order to induce the acceptance of the foregoing proposal by CES, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not directly or indirectly, entered into any arrangement or agreement with any other Contractor or Contractors which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing proposal.
2. This is to certify that the Contractor, or any person on its behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the responding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Contractor, nor any officer, director, partner, member or associate of the Contractor, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, Cooperative Educational Services, or any subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Contractor or any person on its behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of this solicitation.
5. This is to certify that, if awarded a contract, the Contractor will provide the equipment, commodities, and/or services to Members and affiliate Members of Cooperative Educational Services in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation at the following pages of this proposal.

Jose Saucedo
Authorized Representative (Please print or type)
Owner
Position (Please print or type)
PO Box 2427
Mailing Address
Albuquerque, NM 87125
City, State, Zip
505-270-7003
Phone
office@pookrock.com
Email Address

Jose Saucedo
Authorized Signature (Please print or type)

Subscribed and sworn to before me this 10 day of October, 2025

Notary Public in and for County of Bernalillo, State of New Mexico

My commission expires: 4/14/2028

Signature

OFFICIAL SEAL
Martha Galvez
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 4/14/2028

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 15 C. § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ended or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitively sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to solicit or expend contributions on that official's behalf for the purpose of electing an official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses.

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person, or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s): _____

_____

Nature of Contribution(s): _____

_____

Purpose of Contribution(s): _____

_____

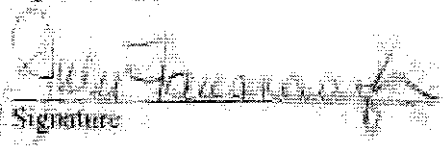
(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

10/06/2016

Date

Owner

Title (Position)

Form B

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2217-0114

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In accordance with the Request for Proposal, the undersigned warrants that (s)he have examined the instruction to Offerors and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies required in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name: PoolPro LLC

Address: PO Box 19426 City: Albuquerque State: NM Zip: 87119

Contract Contact Person: Julie Fausnaugh

Authorized Signature: [signature] Printed Name: Julie Fausnaugh

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

X If you are willing to enter into a contract with Texas (ESC 8) Texas Educational Service Center Region 8 under the same terms and conditions as in this RFP, place initials at the left

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension is valid unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if CES determines it to be in the best interests of Members/Participating Entities.

CES Authorized Signature

AGENCY SEAL (IF ANY)

Awarded this _____ day of _____

Form A: Offeror's Declaration Form

CES has divided the State of New Mexico into eight (8) service regions. In the spaces below, the Offeror must indicate (by placing an "X") those regions to which it will provide products and services if awarded a contract. Failure to complete and return this form will cause the proposal to be considered non-responsive.

(X) Region One (1) – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts, Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico – Gallup Branch

(X) Region Two (2) – Chama Valley, Cuba, Espanola, Jemez Mountain School, Los Alamos, Mesa Vista, Penasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico – Los Alamos Branch, and University of New Mexico – Taos Branch

(X) Region Three (3) – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Rehoboth, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University

(X) Region Four (4) – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CYFD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico – Valencia Campus

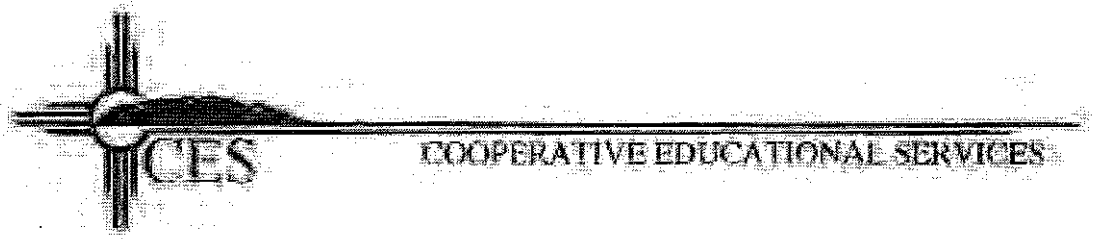
(X) Region Five (5) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College

(X) Region Six (6) – Artesia, Carlsbad, Dexter, Elinice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad

(X) Region Seven (7) – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo.

(X) Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Hesaria, Silver City and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Charter Schools and other public agencies (Participating Entities) physically located within the Public School District's service areas are considered to be in that region.



There are number of levels of authority that must take action during the entire procurement process and within each of these levels there are a number of checks and balances. Therefore CES has made the determination, as it relates to complying with the Campaign Contribution Disclosure requirement, that even though the individuals listed below do not fall within the definition "**Applicable public official**" as defined in 13-1-191.1 NMSA 1978, in order to ensure that CES is in compliance with the intent of the requirements, the following have been identified as Name(s) of Applicable Public Official(s) if any that must be identified:

- David Chavez, Executive Director of Cooperative Educational Services (CES)
- Robin Strawser, Deputy Executive Director of CES
- Dusty McKinney, Procurement Manager of CES
- John Fortelli, Procurement and Contract Specialist of CES
- TJ Parks, (Superintendent of Hobbs Municipal Schools) President of CES' Board of Directors
- Kirk Carpenter, (Superintendent of Aztec Municipal Schools) President Elect of CES Board of Directors
- Stan Rounds, (Superintendent of Las Cruces Public Schools) Past President of CES Board of Directors
- Vernon Jaramillo, (Executive Director of Camino De Las Ninos Charter School) Past President of CES Board of Directors
- Vacant, CES' Executive Committee Representative for Region I
- Darlene Ulibarri, (Superintendent of Peñasco Independent Public Schools) CES' Executive Committee Representative for Region II
- Richard Perez, (Superintendent of Santa Rosa Consolidated Schools) CES' Executive Committee Representative for Region III
- Mark Space, (Superintendent of Grants-Cibola County Schools) CES' Executive Committee Representative for Region IV
- Steve Barron, (Superintendent of Dora Consolidated Schools) Secretary of the CES Board of Directors and CES' Executive Committee Representative for Region V
- Dwain Hawes, (Superintendent of Elida Municipal Schools) CES' Executive Committee Representative for Region VI
- Brenda Vigil, (Superintendent of Tularosa Municipal Schools) Treasurer of the CES Board of Directors CES' Executive Committee Representative for Region VII
- Efren Hernandez, (Superintendent of Gadsden Independent Schools) CES' Executive Committee Representative for Region VIII
- Vacant, CES' Executive Committee Representative for Region Charter Schools

- Gloria Rendon, (Executive Director of New Mexico Coalition of School Administrators) CES' Executive Committee Representative for School Administrators
- Joe Guillen, (Executive Director of New Mexico School Boards Association) CES' Executive Committee Representatives of School Board Members
- Paul Aguilar, (Deputy Secretary of Finance & Operations Bureau, New Mexico Public Education Department) CES' Executive Committee Representative of NMPED
- Vacant, CES' Executive Committee Representative of New Mexico Higher Education Department
- Dr. John Madden, (President of Eastern New Mexico University-Roswell) CES' Executive Committee Representative of New Mexico Association of Community Colleges

POOLLLC-01 SARCHULETA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: License # 0757775
Hub International Insurance Services (NMA)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3872
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mountain States Mutual Casualty Company	14648
INSURER B: Progressive Casualty	24260
INSURER C: New Mexico Assurance Company	13572
INSURER D:	
INSURER E:	
INSURER F:	

INSURED:
Socipro LLC
PO Box 19426
Albuquerque, NM 87119

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR	X	X	CPP0252480	08/01/2016	08/01/2017	EACH OCCURRENCE $ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
							MED EXP (Any one person) $ 10,000
							PERSONAL & ADV INJURY $ 1,000,000
							GENERAL AGGREGATE $ 3,000,000
							PRODUCTS - COMP/OP AGG $ 2,000,000
							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	ANY AUTO			0385062B	08/01/2016	08/01/2017	BODILY INJURY (Per person) $
	X OWNED AUTOS ONLY	X	X				BODILY INJURY (Per accident) $
	X HIRED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		44126	08/01/2016	08/01/2017	E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER:
Russell Fausnaught
P.O. Box 2859
Edgewood, NM 87015-0000

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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RFP 2017-011A
QUALIFICATIONS AND REQUIRED WRITTEN RESPONSE

CES has provide the questions below in both a Word and PDF file format. The PDF file is the control document and the Word file is provided to help with your response. All Offerors will need to submit your response to the questions below and label the Word or PDF file "Tab 4 Required Categorical Response". The answers to these questions are worth up to 600 points of a total 1000 points available for this RFP.

Check the Category that applies to the area of expertise you are responding to:

(____) Lot - 1: Playgrounds
(xx) Lot - 2: Water Parks & Fountains
(____) Lot - 3: Skate Parks
(____) Lot - 4: Site Furnishings
(____) Lot - 5: Surfacing Materials

Required Mandatory Responses
The Offeror must respond to each of the items listed below by providing written narratives, documentation and other information necessary to answer the questions, demonstrate its ability to provide/perform the services proposed in response to this Category. Failure to respond and comply with the items below may result in the Offeror's response being considered non-responsive.

A. **Organization**
1. How many years has your organization been in business and under its' present name?
2. If your organization is a corporation, answer the following:
   a. Date of incorporation - *1/22/2003*
   b. State of incorporation - *New Mexico*
   c. President's name
   d. Vice-President's name(s)
   e. Secretary's name
   f. Treasurer's name
3. If your organization is a partnership, answer the following: *N/A*
   a. Date of organization
   b. Type of partnership (if applicable)
   c. Name(s) of general partner(s)
   d. If your organization is individually owned, answer the following:
      i. Date of organization
      ii. Name of owner
4. If the form of your organization is other than those listed above, describe it and the name of the principals.
   Pool Pro LLC is a Limited Liability Company - Russell Fausnaugh is the Managing Member/Julie Fausnaugh Kennelly is a member.
5. Where the headquarters of the company are physically located?
   a. Provide address, city, state and zip code. -
      2440 Alamo Ave, SE #108, Albuquerque, NM 87106
   b. Provide same information on any branch offices in New Mexico. *N/A*
   c. How long has your company resided at these locations? *2 Months - Previously located at 2401B Rt 66 Edgewood, NM 87015 for 11 years.*
   d. For what period of time and in what parts of New Mexico has your organization provided the services/products requested in this solicitation? *Mr. Fausnaugh has been providing sales and service to the entire state of New Mexico Since 1998.*

6. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of services that they will be providing.

Please see our Executive Summary for our company overview. Our business covers commercial swimming pools, spas, spray pads, splash pads, and fountains.

Russell Fausnaugh - Owner - Master Technician
Rusty has been working on swimming pools and swimming since he was 15 years old. Rusty started his career as a life guard, moving into managing an aquatics facility. In 1994 Rusty moved to New Mexico to open an office for an equipment distributor, after a year the distributor asked Rusty to move to UT - with kids already enrolled in school, Rusty declined and chose to start PoolPro in 1995. The company has typically run with 2/3 employees in the office and 2 to 4 technicians out in the field. Rusty has always headed up the service side of the business.
Julie Kennelly Fausnaugh - Owner - Finance/Office Manager - Julie has been with the company since September of 2015. She has been in the financial services industry all of her career including equipment leasing and business banking. Most recently she was a VP - Commercial Banker at Wells Fargo Bank. Julie has extensive experience with selling to business customers, accounting, cash flow, credit underwriting and risk management. She oversees the business office, which includes our quote desk, order processing desk, AR/AP Desk and warehouse.
Ian Fausnaugh - Quote Desk/Technician - Ian has been working for PoolPro professionally for the past 2 years. After graduating from NMSU - he came back to join the family business. Ian has a great deal of technical skill (after growing up around commercial pools!) He currently works at our quote desk, provides telephone technical support to our existing customers and works in the field when needed.
Melissa Goerlitz - Order Desk - Melissa has a Master Degree in Environmental Science and enjoys working with our customers on a daily basis. She has a background in project management and previously worked for Burns & McDonnell - an Environmental Consulting firm out of Kansas City, MO. Melissa is very detail oriented and understands the science behind the commercial pool maintenance (chemistry).
Mark Goerlitz - Sr. Technician - Mark has spent his career working in the mechanical field and in the construction industry. He has a great aptitude for troubleshooting and problem solving that is invaluable in the field. Mark can fix just about anything from a small pump to organizing and executing a complete overhaul of a swimming pool pump room.
Katie Krien - Warehouse Manager/Delivery - Katie manages our warehouse and keeps our inventory, supplies and parts in top shape. When needed during our busy season she makes deliveries as well. Katie background is in retail having previously worked on the floor managing inventory at Kohls and Menards Hardware Store.
Jr. Technician - open position

Describe your organization's current in-house work force, equipment and facilities available to perform under this solicitation.

a. Our work force is described above. We currently work out of a 3000+ SF facility in Albuquerque NM. This facility has the capacity to hold the necessary chemical and

parts inventory to support our business even during our busy season. In addition, we have a 5000 SF facility on 5 acres in Edgewood NM that is available for us should we take advantage of any equipment or chemical bulk buying opportunities. We note that this facility is currently on the market to be sold.

B. **Financial Resources and Banking Information**

1. For purposes of determining a bidder's capacity and ability to perform financially, the Offeror is asked to provide a financial statement, preferably audited, including your company's latest balance sheet and income statement showing the following items. Please see Instructions to Offerors on how to submit financial statements as **Confidential and Proprietary**.
2. Will it be necessary for your firm to assign payments to a financial institution in order to perform under this contract? If so, please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized Power of Attorney that grants the company receiving the assignment the right to endorse payments from CES? *NO* Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES vendor. *N/A*
3. Within the last seven (7) years, has your company been the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceeding? *NO* If so, please state the case name(s) and court file number of each proceeding, the nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding. *N/A*

C. **Insurance, Claims, Suits and Disputes History**

1. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in which the Contractor, or any officer, is or was party? *YES* If no, please explain.
2. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State, or local government entity? *YES* If no, please explain.
3. Please provide the requested certificate of insurance detailed in the General Terms and Conditions. Upon award of a contract and prior to engaging in a project, if applicable, the Offeror must provide a certificate of insurance that names CES and the CES Eligible Agency as an additional insured on the certificate. *Attached See Exhibit B*

D. **Marketing**

Provide a written response containing the following:

1. The type of marketing and ordering process that you will use if awarded a contract under this solicitation.

   PoolPro has worked with virtually every publicly owned swimming pool in the State of New Mexico as well as West Texas over the past 20 years. We currently have a system in place for order processing and fulfillment. Additionally we provide delivery service to our customers which gives the us the ability to have a great deal of opportunities to discuss current and upcoming needs for their facilities. We provide many of these customers with their swimming pool chemicals, provide services and training. We previously had a Purchase Agreement with the State of New Mexico (matured in October of 2015) that provided the products and services that we are proposing here - many of our public customers have been asking for this purchasing solution and we will advise each and everyone of them if we are awarded a contract.

2. Describe the available resources you intend to commit to perform under a CES contract.

   PoolPro previously had a Purchasing Agreement with the State of New Mexico that expired in October of 2015. We anticipate that the award of a CES contract will make purchasing the needed items and services for the public and non-profit entities much easier. During the summer months we increase our staff slightly to accommodate deliveries to assure that our 3 technicians have ample time to perform the service work required. We have a few future capital expenditures that will make us more efficient including a warehouse fork life and a larger delivery truck.

3. Why do you feel that it is advantageous for a CES Member or Participating Entity to purchase from your company?

   We feel it is advantageous because we have 20 years of experience in their industry - we offer fair prices and offer a one stop shop for customers to get what they need to keep their facilities running - keeping their employees and members of their communities safe at their facilities. We have a private database of all of our customers, including how many pools they have, their equipment and chemical usage and what they have purchased in the past to make it easy for them to obtain what they need. In addition, due to high turn over rates of employees in the public aquatic industry, this database makes it easy for us to help any new employees that have been given the task of caring for their aquatic facility, ordering parts, supplies and new equipment.

E. **Background Checks Per 22-10A-5 NMSA 1978, the New Mexico Public Education Department** (NMPED) mandates security and background checks for individuals working and/or providing services within public school buildings. Specifically, part C of the sections states, "Local school boards and regional education cooperatives shall develop policies and procedures to require background checks on an applicant who has been offered employment, a Contractor or a Contractor's employee with unsupervised access to students at a public school."

   Describe how your company's will comply to a CES Member's or Participating Entity's policies and procedures in regards to background checks.

   PoolPro will secure the necessary background checks on any employee that have unsupervised access to students at a public school. We currently check for felonies and sex offenders. We also have been blessed to hire people that we know very well. If there is a specific check list required we will absolutely comply with CES request.

F. **Experience and Past Performance**

1. Provide an overview of your firm's capabilities, staff resumes, and office structure.

   Russell Fausnaugh - Owner - Master Technician
   Rusty has been working on swimming pools and swimming since he was 15 years old. Rusty started his career as a life guard, moving into managing an aquatics facility. In 1994 Rusty moved to New Mexico to open an office for an equipment distributor, after a year the distributor asked Rusty to move to UT - with kids already enrolled in school, Rusty declined and chose to start PoolPro in 1995. The company has typically run with 2/3 employees in the office and 2 to 4 technicians out in the field. Rusty has always headed up the service side of the business.

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Katie Krien - Warehouse Manager/Delivery - Katie manages our warehouse and keeps our inventory, supplies and parts in top shape. When needed during our busy season she makes deliveries as well. Katie background is in retail having previously worked on the floor managing inventory at Kohls and Menards Hardware Store.
Jr. Technician - open position

List the products and services that your company normally performs with its' own forces.

We purchase and provide all of the products and equipment from the various vendors listed on our supplier list. Our staff provides the installation, repairs and maintenance services to our customers. The service that we might subcontract out would include anything that our licensing does not allow, such as electrical work.

In the last three (3) years, has your company had any contracts that you failed to complete by the contracted date as agreed to by all parties? *NO* If yes,

a. Describe the issues.
b. Agency
c. Reason for inability to resolve, such as owner not fulfilling obligations, etc.

G. **Quality Assurance**

1. Describe your company's control processes for services that will be provided to CES Members and Participating Entities under this solicitation.
2. Provide a narrative of your company's quality assurance policies, procedures and strategies to ensure quality control and response to concerns before, during and aft.er the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

See I below

H. **Past Projects**

Offeror must, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. Documentation shall include:

a. List five (5) previous projects.
b. The general scope of work for each project.
c. The manufacturer's products and type of services provided for each project listed.
d. The total cost of each project.
e. The institution's name, address, phone number, contact person's name and title for each project.
g. Provide the timeline for each project listed and provide a brief narrative of the pre-sale and follow-up services offered to ensure institution's satisfaction.

1. Isleta Pueblo - Aquatics Facility
Arnold Sena, Isleta Pueblo Recreation Facility Manager
April -2016 - Approximate cost $20,000
Project: EPD Filtration Maintenance Service - Swimming Pool Management
PoolPro, LLC was called to provide daily pool management and service filtration system after the facility lost is certified pool operator.
Service Provided:
Daily chemical testing - monitoring and adding chemicals as necessary
Acid washed the pool.
Maintenanced the EPD filtration system that included removing and replacing filter media,rebuilding hydraulic valves and replacing filter laterals. Repaired pumps and updated chemical feeding systems with new equipment.
Trained new staff on mechanical operations of the pool..
PoolPro kept in constant contact with Mr. Sena as the project was underway and continue to currently provide repair service and supplies to the new aquatics manager.

2. Bernilillo County - Paradise Pool
Geno Romo 505-934-7374
May 2016 - Approximate Cost - $24,000
New Neptune Benson Filtration System was installed.
Existing Filtration system was old and needed replacement. PoolPro proposed and installed the new system prior to the opening of the Paradise pool in late spring of this year. Gene Romo from the County of Bernalillo contact us to update the equipment and gave us the time line to complete the project prior to the pool opening.

3. City of Santa Fe - Bicentennial Pool
Robert Montoya 505-955-5933
A. Repaired and reinstalled 3 Aurora pumps (main pool, tot pool and features) included Labor $4500.00
Customers pump pits were flooded with water making their pumps inoperable at time of season opening of the swimming pool. PoolPro removed all three pumps, provided the service to rebuild and bake the motors (after flooding) and reinstalled the pumps.
We are currently working with the customer to replace these pumps and use the old ones as back up so that in the event of trouble in the future they have back up pumps available, allowing them to keep the pool open to the public.
B. Swimming Pool Cover: $13,966 - Customer needed a new thermal winter cover for this swimming pool. Customer contact us - we have the dimensions on file for their pool, we provided a quote for a new LoopLoc thermal cover (custom sizing). Once we received their purchase order we went to their facility and picked up their old cover, shipped it to the manufacture (LoopLoc). They use the old cover as a pattern to be sure that the cover is made exactly to fit the pool. Once complete they ship the cover to PoolPro - we delivered the cover to the facility in time for them to close the pool for the winter.

4. - JCC of Greater Albuquerque
Matt Burnham -Aquatics Director
5520 Wyoming Blvd. NE Albuquerque, NM 87109 - 505-348-4497
A. Project/Purchase: Dolphin C4 Vacuum $1550
Customer contacted us to provide a new Dolphin C4 automated vacuum for the center. Customer was quoted a price, contacted us to place order - PoolPro ordered and received the vacuum and then delivered to the customer. Later in the summer he had difficulty with the vacuum not working properly. We use this as an example of our service work. We sent our technician over to examine the vacuum - determined there was debris in the wheel housing, the vacuum was cleaned and repaired on site.
B. Aurora Pump Repair $4500 - Customers pump motor burned up on him - we provided the service to pull the pump out and have the motor rebuilt so the customer could use the pump as a back up in the event that his new pump had difficulties in the future.

5. City of Durango, CO - Aquatic Facility - Chris Tasevoli 970-375-7307
Installed 2 new Aquionics UV Systems - approximate cost $59,000

UV systems are used as a secondary source of disinfection in swimming pools, spas, spray pads, and water parks. Cryptosporidium is an organism that is not killed by normal levels of chlorine in a swimming pool and if a person who has been sick with this virus enters the pool and can cause others to become ill. During the winter of 2015/2016 - the facility was notified by the CDC that a community member was reported to have been at the facility while ill with this virus. The facility was required to close and super chlorinate the pool with over $2000 in chemicals - additionally they had to remain closed for a period of time while the water was retested. A closed indoor swimming pool is not popular with the public! By installing UV as its secondary form of disinfection (which kills cryptosporidium immediately as it passes through the UV light) they are assured that this virus is killed instantly and won't be forced to close their facility in the future.

This type of equipment is installed over a 3 to 4 day period. The swimming pool is only closed for a short time while a bypass pipe is installed. This was coordinated with the aquatics facility management to be done at a time where there was very limited impact to the pool operations. The City of Durango has been a customer of PoolPro for quite some time and continues to purchase their chemicals as well as necessary plumbing parts, valves, etc. when needed.

I. **Warranties and Maintenance of Equipment**
   1. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

If a customer purchase a piece of equipment from us that has a warranty, example, a swimming pool vacuum - we will trouble shoot this with the customer, bring the item back to our shop and coordinate getting any broken parts replaced and put back on the item - then returning it to the customer. With-in our ordering system, we have a service order request form that flows through like any Paying order (we call a service order "non-paying warranty work). As a company that has to compete with internet pricing of goods, we pride ourselves in providing this service - something they don't get if they buy goods on line.

2. Provide sample warranties for:
   A. Each of the types of the types of products you are offering.
   B. Describe the process how a CES Member or Participating Entity will be able to obtain warranty service within the first year.
   C. Describe the process how a CES Member or Participating Entity will be able to obtain warranty service for the balance of the warranty after the first year.
   D. Describe what is and is not covered under warranty.
3. A regular and ongoing maintenance program for playground facilities is essential in order to maintain a safe play environment. A critical aspect of any maintenance plan is an annual inspection by a qualified inspector, who possesses the knowledge, background, experience and maintains an awareness of the latest and most current rules, guidelines, standards and best practices established and published by federal, state, local, national agencies and associations. If an annual inspection program if available, the Offeror must provide documentation describing its inspection programs.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and aft.er the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

   We do not do playgrounds, however we do offer our customers inspection and maintenance service contracts if they would like to procure them. Typically a public swimming facility has an onsite maintenance person, a Certified Pool Operator, and maintenance people with in the Parks Department. We have a service that offers a monthly, quarterly or yearly inspection of their facility which goes through a list of over 100 questions to answer as we walk through the facility. We make recommendations on urgent needs and observations about deficiencies we may find that need to be budgeted and planned for.

J. **Added Value:** Is there "added value" to the CES Member and Participating Entities that may purchase through your firm if awarded a contract. Describe these added value items or unique attributes your firm has to offer.
   1. In comparing previous contracts your organization has completed similar to those offered in response to this RFP, do you see any areas where your organization possesses experience, facilities, personnel or other service reputation that should be considered with your ability to provide on time quality products, services and other resources that you think should be considered? If yes, fully describe these attributes and resources and how they are utilized to benefit CES Members if awarded this contract. YES

      We feel we have added value because of our past experience working under a Purchasing Agreement with the State of New Mexico. In addition we have a contract to provide chlorine to the City of Albuquerque.

      Our customers relied on that State of New Mexico Purchasing Agreement - they have historically come to PoolPro for a great deal of their needs. Our company is in a niche market where it is sometimes hard to get 3 quotes from QUALIFIED individuals. Many have done this only to be obligated to go with a rock bottom bid from an inadequate provider. Understanding we have a niche market we are careful to be competitive and charge a fair price to our customers. We feel it is advantageous for them to use us because we have over 20 years of experience in their industry - we quote fair prices and offer a one stop shop for customers to get what they need to keep their facilities running - keeping their employees and members of their communities safe at their facilities. We have a private database of all of our customers, including how many

pools they have, their equipment and chemical usage and what they have purchased in the past to make it easy for them to obtain what they need. In addition, due to high turn over rates of employees in the public aquatics industry, this database makes it easy for us to help any new employees hired that have been given the task of caring for their aquatic facility, ordering parts, supplies and new equipment.

Regarding our contract with the City of Albuquerque - we are required to deliver their chemical orders with in 48 hours of order. This is very important, especially in the summer months when all of their outdoor pools are open. Should they not have this chemical delivered in a timely manner they potentially could be in a position of not being able to open the pool to the public. PoolPro keeps close watch on inventory to be sure we are prepared to make these deliveries as required. The city recently extended our contract for an additional year. Our value add is that we understand the importance of our services and products and the impact of our performance on their ability to operate.

2. Information to provide may include, but is not limited to: information relating to location, size of facilities and the human resources available at each; letters of reference from satisfied customers; listing of training and services that have been and will be made available; where and by whom these services will be provided. Offeror may include letters of commendations and awards received, or share a special project. Added Value information cannot exceed ten (10) pages.

END OF TAB 4 REQUIRED INFORMATION

TAB 5 - Form H SUPPORT AND MAINTENANCE PLANS

The warranty and maintenance plans contact information for CES Members, if applicable. Please identify the phone numbers below.

- Toll Free Number _____
  Contact Person _____
- Collect Calls Accepted at This Number _____
  Contact Person _____
- Service and Maintenance Number 305-332-7665
  Contact Person Kathy Fernandez, Jim Thessin, Luis Fernandez, Jose Fernandez
- Technical Help Phone Line _____
  Contact Person _____

Describe your maintenance facilities: location, name, number of technicians, value of parts inventory normally on hand and average response time.

We have some of our Pumps, we have our own Pump, motor, mechanical parts. We use various suppliers for necessary parts. We provide start and make adjustments of pumps upon

Describe the steps a buyer should take to activate the warranty.

If we [illegible] the Owner call us to [illegible] a service visit through the [illegible]

Describe any maintenance plan available beyond the one-year warranty, including costs.

Warranty parts. Parts are available to make service calls at our warranty cost to our customers. We will provide a quote to customer before any work is completed

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PaulPro LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.)
PO Box 19485

Requester's name and address (optional)

6 City, state, and ZIP code
Albuquerque, NM 87119

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
1 5 – 0 4 5 9 7 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ [illegible]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form G: QUESTIONNAIRE FOR OFFEROR

Company Name: PoolPro LLC

Circle Answers Where Appropriate

1. For products on your price list, is shipping/handling included in the price? YES ○ NO ◉

   If No, Explain pre-paid authorization, estimated shipping/handling on purchases.

   Shipping/Handling will be quoted on each order - Shipping may be estimated on a quote with actual billed upon delivery. Estimates will be based on standard or rush deliveries based on customer need.

2. Is the product line(s) offered, marketed and sold by anyone else in New Mexico? YES ◉ NO ○

   If Yes, Explain by whom:

   Some products are and some we are the distributor for. Other commercial pool companies may sell commercial parts.

3. *Do you guarantee that prices offered in response to this RFP/RFP are the lowest you will offer to CES Members and other procurement units in New Mexico during the time of any contract between CES and your company?* Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any of the New Mexico procurement unit?

   YES ◉ NO ○

   If No, Explain Why:

4. Describe your return policy? What is your restocking fee, if any?

   We may be charged a return/restock fee and this would be passed on to the customer. We typically see a 20% restock fee plus shipping to return.

5. If your normal area of service is regional, will you honor and fill purchase orders in any part of the State at the prices quoted in this RFP?

   YES ◉ NO ○

6. Name of individual who will be managing the contract for your behalf (RFP Contact):

   Contractor Name: Julie Fausnaugh Position/Title: Owner

   Mailing Address: PO Box 19426

   City: Albuquerque State: NM Zip: 87106

   Email Address: office@poolprollc.com

   Telephone: 505-328-7665 Ext. Fax: 505-456-5005

Form G: **QUESTIONNAIRE FOR OFFEROR (Continued)**

6. Where should CES mail purchase orders?

Contractor Name: Pool Pro LLC

Attention Line: Purchasing

UPS Address: 2440 Alamo Ave SE #108, Albuquerque, NM 87106

Mailing Address: PO Box 19426

City: Albuquerque State: NM Zip: 87119

Email Address: office@poolprollc.com

Telephone (to verify orders): 505-328-7665 Fax: 505-466-5005

7. If you want CES to send purchase orders by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

8. Where do you want payments sent?

Contractor Name: PoolPro LLC

Attention Line: Julie Kennelly

UPS Address: _____

Mailing Address: PO Box 19426

City: Albuquerque State: NM Zip: 87119

Telephone (invoice questions): 505-328-7665 Fax: 505-466-5005

If you want CES to send payments by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

9. Will you offer CES a quick pay discount? If YES, what is the discount? _____ days? _____

10. If your firm is proposing offering (Services) under this solicitation, please provide your New Mexico Taxation and Revenue CRS#: 02-499252-006

11. Additional contacts for CES

New Mexico Representative/Sales Staff:

Name: Julie Fausnaugh/Rusty Fausnaugh Sale territory: NM/TX/CO

Mailing Address: PO Box 19426

City: Albuquerque State: NM Zip: 87119 Email: office@poolprollc.com

Telephone: 505-328-7665 Cell: 505-220-1562 Fax: 505-466-5005

Form G: QUESTIONNAIRE FOR OFFEROR (Continued)

Name: _____ Sale Territory _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Telephone: _____ Cell: _____ Fax: _____

If Maintenance and Support, if applicable:

Name: _____ Sale Territory _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

Form F (Rev for Ionwave) **OFFEROR'S SUPPORT FOR CES PRICES**

CES contracts are procured utilizing the sealed invitation to bid or Request for Proposal process in accordance with New Mexico Procurement Code statutes 13-1-21 to 13-1-199. CES contract terms, conditions and specifications. CES Members and Participating entities that chose to use a CES contract save valuable time and money by eliminating the development, mailing, and awarding their own bid or Request for Proposal. CES contractors have agreed that their CES contract pricing is the lowest price that the contractor will offer, thereby assuring that business of a CES Member's or Participating Entity's own solicitation may not afford them a better price.

A CES contractor receives many of the same benefits as a CES Member and Participating Entity. Rather than having to respond to numerous individual bids or Request for Proposals, a single response to a CES solicitation opens doors to over 3500 procuring entities. A CES contract means that your staff can rely on CES at any time to act as your best interest to solve problems, resolve difficulties, settle disputes, and if required, manage collections on your account.

Offeror agrees that prices offered through this contract, which includes the CES one percent (1%) administration fee, will be at least two percent (2%) below the lowest price that may be offered directly to an individual CES Member or Participating Entity that has issued their own invitation to Bid or Request for Proposal for a similar volume.

If a CES Member or Participating Entity issues a Bid or Request for Proposal instead of using your CES contract, the Bid or Proposal pricing shall be higher than your CES contract pricing, by the percentage indicated below. CES sees this not as a "most favored nation" relationship, but as a commitment of partnership between CES and the Contractor.

Please indicate the level of support you will offer on this contract. Check only one box

☐ My prices will be no different from what we ordinarily offer to individual public educational institutions and local public bodies that chose to purchase directly rather than through our CES contract. **(If this is checked, bid Offeror's response will be considered NON-RESPONSIVE)**

If my firm is notified of an Invitation to Bid or Request for Proposal being issued by a CES Member or Participating Entity in lieu of using my CES contract, the Bid/RFP pricing I submit shall be one of the following:

☑ CES prices shall be two percent (2%) lower than your best price to individual Members or Participating Entities.
☐ CES prices shall be three percent (3%) lower than your best price to individual Members or Participating Entities.
☐ CES prices shall be four percent (4%) lower than your best price to individual Members or Participating Entities.
☐ CES prices shall be five percent (5%) lower than your best price to individual Members or Participating Entities.
☐ CES prices shall be ten percent (10%) lower than your best price to individual Members or Participating Entities.

☐ other Explain other: _____

_____

Owner

Signature (must match signature on sales page) Title

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: POOLPRO, LLC

DBA: POOLPRO, LLC
PO BOX 19426
ALBUQUERQUE, NM 87119-0426

Expires: 29-Sep-2019

Certificate Number:

L0316145968

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Acceptance of General Terms and Conditions

Rather than duplicate each general term and condition and indicate acceptance, Offeror may sign the statement below. Any exceptions must be listed on this page (additional pages may be attached, if necessary).

I accept the General Terms and Conditions of this RFP 2017-011A *, except as listed below.*

Julie Fausnaugh, Owner

Printed Name and Title

Signature (should match cover signature)

List exceptions taken below:

Cooperative Educational Services Supplemental Terms and Conditions
To Comply With
Federal Government Terms, Conditions, and Contract Clauses

1. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subContractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

2. **SUBRECEIPIENT REQUIREMENTS:** Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

3. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS, 31 U.S.C. 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001 & 49 U.S.C. 5307**
   (1) Program Fraud and False or Fraudulent Statements or Related Acts.
   (2) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq., apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
   (3) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 on the Contractor, to the extent the Federal Government deems appropriate.
   (4) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to its provisions.

4. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
   No Obligation by the Federal Government.
   (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
   (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance funds. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

5. **LOBBYING, 31 U.S.C. 1352**
   Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Each tier executes to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2). If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3). The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, PoolPro LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Date: 10/6/2016

Signature: [signature]

Contractor Name: PoolPro LLC

Title: Owner

6. **CIVIL RIGHTS REQUIREMENTS. 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6101, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

The following requirements apply to the underlying contract:

(1). Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other

implementing requirements by federal agencies may apply.

(2). Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a). Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements a federal agency may issue.

(b). Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements federal agency may issue.

(c). Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements federal agency may issue.

(3). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal funds, modified only if necessary to identify the affected parties.

7. DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION

This clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this prospective originated may pursue available remedies, including suspension and/or debarment.

(1). The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

(2). The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(3). The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(4). The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(5). A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under applicable CFR, debarred, suspended, ineligible,

or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(6) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

(7) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(8) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date: October 6, 2016

Signature: _____

Company Name: PoolPro LLC

Title: Owner

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to prime contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(b)(iii) and (b)(2). 29 CFR 5.2(h). Applies to "contracts in an amount that is greater than $100,000." 40 USC 3701(b)(3)(A)(ii).

(1) Overtime requirements – No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The [write in the name of the grantee] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.

9. **PRIVACY ACT, 5 U.S.C. 552**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance funds.

10. **ENERGY CONSERVATION REQUIREMENTS, 42 U.S.C. 6321 et seq. and 49 CFR Part 18**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. **CLEAN WATER REQUIREMENTS, 33 U.S.C. 1251**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance funds.

12. **CLEAN AIR, 42 U.S.C. 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to appropriate federal agency and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal funds.

13. **RECYCLED PRODUCTS, 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873**

Recovered Materials - The Contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. **SEISMIC SAFETY REQUIREMENTS, 42 U.S.C. 7701**

The Contractor agrees to ensure that any new building or addition to an existing building leased or purchased with federal funds will be designed and constructed in accordance with the with appropriate seismic design standards. These standards must be equivalent to or exceed the seismic safety levels in the National Earthquake Hazards Reduction Program (NEHRP) recommended provisions for the development of seismic regulations for new buildings, and will comply to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subContractor is in compliance with the standards required by NEHRP and the certification of compliance issued on the project.

15. **BUY AMERICA REQUIREMENTS - 49 U.S.C. 5323(j) & 49 C.F.R. Part 661**

Buy America – The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or Offeror must submit to the recipient the appropriate Buy American certification (below) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy American certification must be rejected as nonresponsive. This requirement does not apply to lower tier subContractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: October 6 2016

Signature: [signature]

Company Name: PoolPro LLC

Title: Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date: October 6, 2016

Signature: [signature]

Company Name: PoolPro LLC

Title: Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D) and 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

16. **FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118 and 41 CFR Part 301-10**

Fly America Requirements.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. **CARGO PREFERENCE REQUIREMENTS - 46 U.S.C. 1241 and 46 CFR Part 381**

Cargo Preference – Use of United States-Flag Vessels - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subContractor's bill-of-lading.); c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

18. **TERMINATION - 49 U.S.C. Part 18**

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default (Breach or Cause) (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Services) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate the contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

f. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

g. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

19. BREACHES AND DISPUTE RESOLUTION – 49 CFR Part 18

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Cooperative Educational Services** Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of Cooperative Educational Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by **Cooperative Educational Services**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the **Cooperative Educational Services** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Cooperative Educational Services, its Members and Participating Entities** is located.

20. Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Cooperative Educational Services, its Members and Participating Entities** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

21. FEDERAL CHANGES

Federal Changes - Contractor shall at all times comply with all applicable Federal Agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CES Member, Federal Agency and CES, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

22. PATENT AND RIGHTS IN DATA – 37 CFR Part 401 & 49 CFR Parts 18 and 19
CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK.

1. Rights in Data – The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software; engineering drawings and associated lists; specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(a)1 and (2)(a)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When Federal Agency awards Federal assistance for experimental, developmental or research work, it is Federal Agency's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless Federal Agency determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit Federal Agency to make available to the public, either Federal Agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does

not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by Federal Agency for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless Federal Agency determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Federal Agency.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

6. Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until Federal Agency is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

23. ACCESS TO RECORDS AND REPORTS, 49 U.S.C. 5325, 18 CFR 18.36 (i) & 49 CFR 633.17

Access to Records – The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the granting agency or its authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State, the Contractor agrees to provide the Purchaser, the granting agency or its authorized representatives, the Comptroller General of the United States or any of their authorized representatives including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architecture & Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees: a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	None None unless non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/ 5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	Yes[3] Yes[1]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5315 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

PLEASE NOTE THAT COMPLIANCE WITH FEDERAL REQUIREMENTS WILL BE STRICTLY ENFORCED BY THE STATE AND FEDERAL GOVERNMENT. THEREFORE, ALL CONTRACTORS AND SUBCONTRACTORS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF FEDERAL GOVERNMENT AS MAY BE APPLICABLE TO FUNDS RELATED TO THIS CONTRACT.

Contractor: PoolPro LLC

Signed by: [signature]

Print Name: Julie Fausnaugh

Title: Owner

Date: October 6, 2016

Form E-2

Acceptance Cooperative Educational Services Supplemental Terms and Conditions to Comply With Federal Requirement for Federal Funded Projects

The Offeror will need to sign the statement below and provide signed copies of the Supplemental Terms and Conditions for Federal Funded Projects. If this form is signed and signed copies are not provided, then the Offeror **will not be eligible** to provide products and services to CES Members and Participating Entities when the fund source is in whole or in part funded by the Federal Government.

I accept the and have provided copies of the signed certifications for Supplemental Terms and Conditions to Comply With Federal Requirement for Federal Funded Projects for RFP 21T-011A

Julie Fausnaugh, Owner

Printed Name and Title

Signature (Should match power signature)

CES COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

POOL PRO
and
Cooperative Educational Services

Said Contract(s) being numbered:

17-011AB-C121-ALL Fitness, Parks, Playground, Recreational Equipment and Related Items

The existing Contract initially commenced on November 16, 2016 and will expire on November 16, 2018. The Term of Contract and Extension in 2017-011A RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 15, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 16, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2017-011A RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez Date November 21, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [signature] Date 11-26-2018

Printed Name RUSSELL FAUSNAUGH Title MEMBER

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/16/19

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/16/2018

Authorized Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER

Insurnce Agent/Broker Name
Insurnce Agent/Broker Street Address or P.O. Box
Insurnce Agent/Broker City, State & Zip Code
Contact & Phone Number

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Vendor Name
Vendor Street Address or P.O. Box
Vendor City, State & Zip Code

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Name of Insurance Company	Enter NAIC#
INSURER B:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER C:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER D:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER E:	Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	**GENERAL LIABILITY** ☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
							$
A	☒	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ____ ☐ ____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
A	☒	**GARAGE LIABILITY** ☒ ANY AUTO ☐ ____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	$1,000,000
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	☒	**EXCESS/UMBRELLA LIABILITY** ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION $Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
A	☒	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
	☐	**OTHER**					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contact between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POOLP-1 OP ID: MT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Cara Cress	CONTACT NAME: Cara Cress PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: ccress@cressinsurance.com
INSURED Pool Pro LLC Rusty Fausnaugh P O Box 19426 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Fire Insurance INSURER B : New Mexico Mutual Casualty — 40627 INSURER C : Progressive Insurance Company — 38628 INSURER D : Mountain States Mutual — 18298 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			CPP0276770	08/01/2017	08/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			03868678-0	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			44320.114	08/01/2017	08/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution			G27111282 004	11/13/2016	11/13/2017	Pollution	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

MISCEL1

Cooperative Educational Services
4216 Balloon Park Rd NE
Albuquerque, NM 87109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ITEM # 19-0874

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Pool Pro LLC,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services" refers to all products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pool Pro LLC.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work: Removal of existing poly pool liner and comprehensive replacement of the liner with a pool plaster system and all associated work at the Salvador Perez Recreation Building, 601 Alta Vista Street, Santa Fe, New Mexico, per Cooperative Educational Services Contract #17-011AB-C121-ALL and the Contractor's price proposal dated 10/07/2019 (Exhibit 1,B) attached hereto and incorporated herein.

3. **Compensation**

The City shall pay the Contractor based upon acceptance of completed work and as invoiced for each deliverable itemized in the Contractor's price proposal.

The total compensation under this Agreement shall not exceed two hundred one thousand, two hundred forty five dollars and forty cents, ($201,245.40) inclusive of New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and

employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be

excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **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 proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-909

To the Contractor: Pool Pro LLC
P.O. Box 19426
Albuquerque, New Mexico 87119
(505)328-7665

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 11/20/19

CONTRACTOR:
POOL PRO LLC

RUSSELL FAUSNAUGH,
MANAGING MEMBER

DATE: 12-13-19
CRS# 2-499252-11-6
Registration # 19-00110959

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL,
CITY CLERK ccmtg 11/13/19

APPROVED AS TO FORM:

12/17/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

Project.Org.Object
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EXHIBIT
1B
2 PAGES

POOL PRO LLC
PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

October 7, 2019

Denise Dominguez
City of Santa Fe Recreation Section Manager Assistant
601 Alta Vista St. Santa Fe NM 87505

Re: Remove liner and re-plaster Salvador Perez Pool
Pool 75' x 55' 3' to 10' deep with ramp in shallow end

1. Remove the existing liner from pool and haul off. Remove foam that is glued to the original pool walls and wet sand blast entire pool as needed to remove glue from the plaster surface. Remove the existing studs from the stainless steel gutter where the liner was attached and grind down spot welds that are not removed with the bolts.

$22,690.43

Note: Polish marks or swirls will be visible on the area of the gutter where the bolts are removed.

2. Strip off all of the existing plaster down to the original pool shell or original coat of plaster as needed.

$36,948.18

Note: This will only be necessary if there are multiple layers of plaster or if the plaster under the liner is compromised. Once the liner is removed the plaster can be assessed.

3. Install seven 12" wide racing lanes and 14 targets with 2 x 2 black non-skid tile. A 4" wide deep water mark will be installed across the pool at the 5' depth as per code.

$24,108.00

Note: Do to the stainless steel gutter the top half of the target will not be installed and will look like the existing targets.

4. Remove the existing railing on the ramp and reinstall after tile is complete. Brown out the floor, top of ramp walls and down the face of the walls as needed to install 2 x 2" non-skid white tile on the entryway of the pool ramp and down 3' below water level on the entry ramp. Tile the top of ramp walls and install bullnose tile on outer edges and tile each side of the walls below top tile down 6".

$18,224.50

Note: The current railing is anchored to the top of ramp walls with screws. If new anchors have to be installed or additional railing work is needed to reinstall rails it will be charged at a time and material basis.

5. Saw cut below the existing gutter and chip down plaster 4 to 6" as needed to install new plaster. Prep and bond coat pool and plaster entire pool with SunStone Quartz White Background plaster

$66,256.00

Note: Once the pool is plastered, the customer is responsible for filling the pool with water, starting up the pool equipment, brushing down the new pool plaster for 7 days. Maintaining the pool temperature below 70 degrees F for two weeks.

6. Provide start up chemicals including calcium chloride, sequestering agent, and plaster protectant based on volume of pool.

$ 1,874.00

7. Allowance for unforeseen conditions or exclusions below.

$10,000.00

8. Bond $ 4,150.00

9. Tax (approximate) $ 14,509.78

10. CES Fee @ 1.25% $ 2,484.51

Total $201,245.40

This price includes:

- The removal of 500 square feet of loose plaster and lane tile. It is possible that there may be large areas of loose plaster and lane tile. It is **unlikely but possible** that the majority of the plaster and lane tile on the entire pool could be loose and would have to be removed.

This price does not include:

- The removal of plaster over 500 square feet is not included in this price. Once the liner and foam lining has been removed the existing pool plaster can be inspected for loose plaster and tile.
- Filling in of old lights, wall steps, floor returns or other penetrations that may be hidden by the liner.
- Large cracks, if any, in the pool that will need to be sealed and waterproofed before plaster.
- Expansion joints that may need to be tiled and caulked
- Brushing of the pool

Note: The last few pools that we have removed liners from have had very few problems. Most just have small areas of loose plaster.

PoolPro's Santa Fe Business License is 19-00110959.
PoolPro's New Mexico CRS number is 2-499252-00-6.

Based on the notice to proceed, we anticipate the start date of December 30, 2019, with the anticipated schedule of completion of the end of February 2020.

Attached please find the COI for the City.

Thank you for the opportunity to participate in your project. Please call if you have any questions. Respectfully submitted, Russell Fausnaugh Managing Member

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

d. Request Approval of Change Order #4 Bradbury Stamm Construction WWM Treatment Plant Anaerobic Digesters Project in the Amount of $288,280.59 Inclusive of NMGRT (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wasterwater Division Director, mldozier@santafenm.gov)

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7A

Request Approval of Change Order #4 Bradbury Stamm Construction WWM Treatment Plant Anaerobic Digesters Project in the Amount of $288,280.59 Inclusive of NMGRT (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wasterwater Division Director, mldozier@santafenm.gov)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler to discuss the anaerobic digester and the project. Unanimously approved to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
memo

DATE: May 12, 2020

TO: Public Works & Utilities Committee/Finance Committee/City Council

VIA: Shannon Jones, Public Utilities Department Director SJ
Michael Dozier, Wastewater Division Director MD

FROM: Alan MacGregor, P.E., Engineer Supervisor AMG

ITEM & ISSUE:

CIP #950 – CONSTRUCTION OF ANAEROBIC DIGESTER PROJECT

A.) ITEM NUMBER '18-0835 – RECOMMENDATION APPROVAL OF CHANGE ORDER #4 WITH BRADBURY STAMM CONSTRUCTION, INC, IN THE AMOUNT OF $288,280.59 INCLUSIVE OF (NMGRT) AND DURATION OF 74DAYS.

BACKGROUND & SUMMARY:

In July 2018, the City contracted with Bradbury Stamm Construction, Inc. for construction of the Anaerobic Digester Project, CIP 950 and the Award of Bid No. '18/19/B.' Details are included on the attached Summary and on Change Order #4. The cost increases will be paid out of the project contingency; a summary of past use of contingency funds is included in this memo.

Design – The Anaerobic Digester Project was designed by HDR and includes replacement of the Paseo Real Wastewater Treatment Facility anaerobic digesters, addition of a SCADA system, provision of a cogeneration system to generate electric power and recovery heat from the combustion of digester biogas, and addition of two belt filter presses for sludge dewatering.

Construction Funding - City of Santa Fe Purchase Order 18191219-000-OP was issued to Bradbury Stamm Construction in the amount of $13,869,156.25 (inclusive of NMGRT) on August 22, 2018. Construction began on August 27, 2018.

Analysis – As detailed below, there have been three change orders on this project so far.

		Project Contract		Contingency
Deduction	Date Approved	Change	Running Total	Running Total
Initial Contract	7/25/2018	--	$ 13,869,156.25	$ 1,386,915.63
BSC CO#1	3/25/2019	$ (28,040.78)	$ 13,841,115.47	$ 1,414,956.41
BSC CO#2	5/29/2019	$ 536,585.85	$ 14,377,701.32	$ 878,370.56
BSC CO#3	7/31/2019	$ 165,593.80	$ 14,543,295.12	$ 712,776.76

Change Order #1 included a decrease in project budget (which increased the Contingency by an equal amount) and was used to account for miscellaneous credits during shop drawing review and initial construction.

Change Order #2 provided a second, replacement belt filter press (the initial contract scope included only the addition of a third press).

Change Order #3 addressed changes to project scope and cost, and addressed changes to the project as the result of shop drawing submittal and review.

Change Order #4 (attached) includes a number of credits and debits that have occurred during the last 9 months of construction. The most critical changes are highlighted below:

- MCR #25 – This change was the result of additional control requirements that were not anticipated in the design of the gas cleaning system, which required additional electrical and control wiring between the control panel and the treatment system.
- MCR #41 – Additional startup expenses were incurred as a significant digester foaming incident necessitated the immediate purchase of defoamer as well as various cleaning and system modifications, additional nitrogen gas to purge the digesters during startup, a handheld biogas meter with connection piping and fittings, and additional isolation gas valves on cogen units.
- MCR #43 – Electrical Load for Cogen Startup – since the connection to the PNM grid is not yet approved, in order to test and startup of the cogen units a "load box" will need to be provided on a rental basis to allow the vendor to startup, adjust, and demonstrate the system.
- MCR #49 – Retaining Wall – during final site grading and finishing, the need for a retaining wall became necessary so that plant operation would be safer and more efficient.

Many of the other changes were added to take advantage of the capabilities of the SCADA system to monitor control actions in real time, including the Foam Separators (#20), additional capabilities of the filter press controls (#48), modified digester level indicators (#34), and increases in the programmable controller capacity (#37). The City determined that all of these changes were of value and could be more easily (and economically) added during construction than to have them addressed over the next several years. Finally, MCRs #26, #29, #40, #45, and #47 were operational changes or improvements identified by plant staff during construction.

RECOMMENDED ACTION:

The Public Utilities Department recommends the following:

- Approval of the Construction Agreement with Bradbury Stamm Construction of Albuquerque, in the amount of $288,280.59 including NMGRT, for CIP #950 – Anaerobic Digested Replacement Project. Organization Code 5000375, Object Code 572970 (WIP Construction). Project Ledger # WWM195000A. Contract duration will increase by 74 days. Total modified Project Budget will be $ 14,831,574 inclusive of NMGRT and the contract duration will be 574 days.

Attachments: Summary of Contracts
Procurement Checklist
Certificate of Insurance
Change Order No.4 Summary
Change Order No.4 Cover Sheet

cc: File

Signature: Alan MacGregor
Alan MacGregor (Jun 4, 2020 07:03 MDT)

Email: asmacgregor@santafenm.gov

Signature: Michael Dozier
Michael Dozier (Jun 4, 2020 07:23 MDT)

Email: mldozier@santafenm.gov

Signature:
Shannon Jones (Jun 4, 2020 10:43 MDT)

Email: swjones@santafenm.gov

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 04

Date of Issuance:	May 14, 2020	Effective Date:	May 14, 2020
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders No. 01 to No. 03.	Increase from previously approved Change Orders No. 01 to No. 03.
$ 674,138.87 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 288,280.59 (Inclusive of NMGRT)	74 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,831,575.71 (Inclusive of NMGRT)	574 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title Project Manager
Date: _____	Date _____	Date 5/18/20

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: Bradbury Stamm Construction

_____
NAME & TITLE

DATE:_____

CRS #
Business Registration #

ATTEST:

_____
YOLANDA Y. VIGIL,CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (May 26, 2020 09:27 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

City of Santa Fe
Wastewater Treatment Plant – Anaerobic Digesters
Change Order No. 4 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
20	Connection of Foam Separator to SCADA/power	$25,426.30	$27,571.64	9
25	Additional Power Conduits at Gas Cleaning	$63,897.32	$69,288.66	38
26	RFI #57 Additional Valves on Yard Piping	$14,668.10	$15,905.72	0
28	Credit for Digester Ramp Deletion	($17,694.44)	($19,187.41)	0
29	RFI #46 Additional Plug Valves	$9,480.42	$10,280.33	0
31	Working with HEI on Fiber Optic	($11,071.34)	($12,005.48)	0
32	RFI #8 Credit for Digester Lid Coatings	($3,232.40)	($3,505.13)	0
33	Owner Directed Changes to Server Room	$6,622.74	$7,181.53	0
35	RFIs #91-93 Modifications to MCC	$5,103.30	$5,533.89	2
37	Additional I/O for LCP-201	$9,592.76	$10,402.15	2
38	Hot tap for the 12" OF Line	$7,002.63	$7,593.48	0
40	Installation of Air Release on Sludge and HW Piping	$5,679.90	$6,159.14	0
41	Start-up Costs through 3-31-20	$52.369.95	$56,788.66	7
43	Load Banks for Generator Start-up	$42,204.67	$45,765.69	0
44	Spare Parts for Existing Belt Press	$20,660.43	$22,403.65	0
45	PW for Flush water at Chopper Pumps	$1,017.40	$1,103.24	0
47	Finalize Bypass Line	$7,931.03	$8,600.21	0
49	Retaining Wall	$26,190.77	$28,400.62	16
	Total Change Order No. 04	**$265,849.54**	**$288,280.59**	**74**

Bradbury Stamm Construction Pricing Attachments:

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Bradbury Stamm Construction Inc.

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $13,869,156.25

Termination Date: 300 calendar days NTP

☑ Approved by Council Date: pending

☐ or by City Manager Date:

Contract is for: Anaerobic Digesters

Amendment # CO #4 to the Original Contract# 18-0835

Increase/(Decrease) Amount $ $288,280.59

Extend Termination Date to: 74 days

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: increase scope, comp and term

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 13,869,156.25 of original Contract# 18-0835 Termination Date: 300ntp

Reason: Anaerobic Digesters

Amount $ -28,040.77 amendment CO #1 Termination Date: 310 ntp

Reason:

Amount $ 536,585.85 amendment CO #2 Termination Date: 500 NTP

Reason: increase comp, scope & Term

Amount $ 165,593.80 amendment # CO#3 Termination Date:

Reason:

Amount $ 288,280.59 amendment # CO#4 Termination Date: 574 NTP

Reason: Increase Comp, Scope and Term

Total of Original Contract plus all amendments: $ $14,831,575.71

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☑ 18/19/B Date: January 1, 2108

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

Fran Dunaway (Jun 17, 2020 08:10 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 5000375.572970

Alexis Lotero (Jun 16, 2020 20:51 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utilities	Department Name:	
Division Name:	Wastewater	Division Name:	

Financial Information

Amount Requested:	288280.59	Munis Fund Number:	500
Vendor Name:	Bradbury Stamm Construction	Munis Org Number:	5000375
Approved by Director?	Approved	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
The purchase is a Change Order (CO#4) to the digester construction contract; Bradbury Stamm is the General Contractor. This is a one-time change, the previous change order (#3) was signed in July 2019. This change covers various change requests in the past 9 months. All have been requested and approved by the City Wastewater Division.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
Replacement of the digesters and addition of two new belt filter presses are central to the plant controlling solids in the treatment process and producing sludge that will meet the requirements of the City's permits for discharge to the Santa Fe River and reuse of the effluent and compliant biosolids.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No. The construction services are the responsibility of the licensed General Contractor.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
These changes address vendor-specific equipment requirements that were approved in the submittal process, additional valves and piping for additional operation flexibility, and additional control and instrumentation connections to the SCADA system that supplement those in the design. The digesters are essential for producing safe, compliant biosolids for disposal and composting, while the filter presses are important to provide dewatered sludge that can also be trucked to landfills for disposal.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
This project is funded by CIP accounts which has been completely re-financed via the Climate Bonds issued by the City in 2019. No additional funds are required for this change order. Change Order #4 will be funded by available project contingencies approved in the original project budget.

Ryan Dunaway, CPA/MBA/ATP (Jun 17, 2020 08:19 MDT)	Alexis Lotero (Jun 16, 2020 20:51 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: Shannon Jones
Shannon Jones (May 15, 2020)

Email: swjones@santafenm.gov

Signature:

Email: fadunaway@santafenm.gov

Signature:

Email: aclotero@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _____

Procurement Title: _____

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting _____ Staff Name _____

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

Business Location: 7110 2VD ST NW
ALBUQUERQUE, NM 87107

Owner:

License Number: 227459

Issued Date: May 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2VD ST NW
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Colorado Division
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Cincinnati Insurance Company	10677
INSURER C : Employers Insurance Company of Wausau	21458
INSURER D : Ohio Casualty Insurance Company	24074
INSURER E :	
INSURER F :	

INSURED BRADSTA1
Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque NM 87107

COVERAGES **CERTIFICATE NUMBER:** 1713210874 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2Z91466584030	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X PD Ded: $5,000						MED EXP (Any one person)	$ 10,000
	X CL, XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			AS2Z91466584020	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			EUP0576336	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCCZ91466584010	5/1/2020	5/1/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Second Layer Coverage			ECO2157442687	5/1/2020	5/1/2021	Each Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Automobile Physical Damage Coverage: Policy #AS2Z91466584020
Effective Dates: 05/01/20-05/01/21 Insurer A: See Above
Deductibles: $2,500 Comprehensive; $2,500 Collision

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: BRADSTA1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado Division	Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque NM 87107
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #QT6608F330853TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$5,000,000 Frame; $5,000,000 Joisted Masonry; $60,000,000 Non-Combustible
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or fire Resistive
$15,000,000 Roadwork, Utility Work, Site Work; $5,000,000 Solar Installation; $1,000,000 Temporary Storage; $1,000,000 Property in Transit
$5,000 Deductible

Installation Floater Coverage: Policy#QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Any One Location Limit; $250,000 Transit Limit; $250,000 Temporary Location Limit; SPC Form
$1,000,000 Flood (Excluded in Zones A, D, V, XFUT);
$1,000,000 Earth Movement (Excluded in High Hazard Zones);
Deductible:
$5,000 Per Occurrence - All Other Causes of Loss
$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690604
Effective Dates: 05/01/20-05/01/21 Insurer: Indian Harbor Insurance Company
$1,000,000 Professional Limit; $50,000 Deductible
$3,000,000 Pollution Limit; $50,000 Deductible
$1,000,000 Protective Loss Limit; $50,000 Deductible

Leased and Rented Equipment: Policy #QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Limit; $1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Casualty and Surety Co of Amer
$1,000,000 Limit; $25,000 Deductible

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project.
The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.

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Policy Number TB2Z91466584030
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. **Blanket Additional Insured Where Required By Written Agreement**
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
Item 2. **Blanket Additional Insured – Grantor Of Permits**
Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

   There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In connection with your premises; or

   b. In the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

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a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with premises owned by or rented to you.

   This insurance does not apply to:

   a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

   b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

   c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.**:

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

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Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement entered into prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Bradbury Stamm Construction Effective 05/01/20 - 05/01/21
Policy Number TB2Z91466584030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on File with Company		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Bradbury Stamm Construction
Policy Number: AS2Z91466584020
Issued by: Liberty Mutual Fire Insurance Company
Effective Dates:05/01/20 - 05/01/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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Policy Number AS2Z91466584020 Effective 05/01/20 - 05/01/21
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

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II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

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IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

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(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

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(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

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1. The most we will pay for coverage afforded by this endorsement is the lesser of:

   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or

   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

   If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph **A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

   b. Loss of Use Expenses

   For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

   However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

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a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.

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D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4.** Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Schedule

Premium

Liability
Physical Damage
Total Premium

XVIII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL

XX. Notice of Cancellation or Nonrenewal
Name and Address **Number of Days**

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Bradbury Stamm Construction
Policy Number: AS2-Z91-466584-020
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with carrier		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of CO, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

Issued by Employers Insurance of Wausau

For attachment to Policy No. WCCZ91466584010 Effective Date 05/01/20 - 05/01/21 Premium $

Issued to Bradbury Stamm Construction Inc

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ITEM # 18-0835

AGREEMENT BETWEEN
THE CITY AND CONTRACTOR

WASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950

THIS AGREEMENT dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc._ hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.

2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.

3. **STANDARD OF PERFORMANCE – LICENSES:**

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents ($13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS**: Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the City does not make sufficient appropriations and authorization, this Agreement shall

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

13. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

14. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

15. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. **NEW MEXICO TORT CLAIMS ACT:** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. **THIRD PARTY BENEFICIARIES:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the

City and the Contractor. 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.

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims

and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY	City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe, New Mexico 87507	CONTRACTOR Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/1/18

CONTRACTOR:
Bradbury Stamm Construction, Inc

NAME & TITLE
Cynthia Schatte, CEO

DATE: 8/3/2018

NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 7/25/18

APPROVED AS TO FORM:

CITY ATTORNEY 6/25

APPROVED AS TO FORM:

FINANCE DIRECTOR 07/31/18

BUSINESS UNIT/LINE ITEM 52468.572960

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # 19-0228

Change Order No. 01

Date of Issuance:	February 5, 2019	Effective Date:	February 5, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 13,869,156.25 (Inclusive of NMGRT)	Original Contract Times: 300 Calendar Days
[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders $ 0.00	[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders 0 Calendar Days
Contract Price prior to this Change Order: $ 13,869,156.25 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 300 Calendar Days
Decrease of this Change Order: $ ($28,040.78) (Inclusive of NMGRT)	Increase of this Change Order: 10 Calendar Days
Contract Price incorporating this Change Order: $ 13,841,115.47 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 310 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: MANAGING PRINCIPAL	Title Mayor	Title Project Manager
Date: 4/11/19	Date 4/1/19	Date 4/5/19

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110079 (S.F. box license)
BRC-2002-275162 (COA business registration)

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

4/2
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~
523468.572970

ITEM # 19-0389

Change Order No. 02

Date:	March 22,2019	Effective Date:	Upon approval by City Council
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (inclusive of NMGRT)	300 Calendar Days
Increase [Decrease] from previously approved Change Orders – No Previous Change Orders	Increase [Decrease] from previously approved Change Orders – No Previous Change Orders
$ ($28,040.77) (inclusive NMGRT)	10 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 13,841,115.48 (inclusive of NMGRT)	310 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 536,585.85 (inclusive NMGRT)	190 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ $14,377,701.33 (inclusive NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title Mayor	Title CEO
Date: _____	Date 5/31/19	Date 6/7/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

Change Order No. 03

Date of Issuance:	June 11, 2019	Effective Date:	June 11, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders – No Previous Change Orders	Increase from previously approved Change Orders – No Previous Change Orders
$ 508,545.07 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,377,701.32 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 165,593.80 (Inclusive of NMGRT)	0 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Managing Principal	Title	Title: Project Manager
Date: 7/10/19	Date	Date: 7/8/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 7/8/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7-31-19

APPROVED AS TO FORM:

6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for M. McCoy 26.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

e. Request approval of contracts awarded through RFP 20/15 to use affordable housing trust funds (AHTF) and general funds to support housing contracts, as follows:
NMIF Housing Corp $200,000SF Civic Housing Authority (Calle Resolana) $200,000
SF Civic Housing Authority (Country Club) $140,000
SF Habitat $80,000
SF Recovery Center $50,000
Youth Works $40,000
NM Coalition To End Homelessness $180,000
SFPS-Adelante - $60,000
(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

FINANCE COMMITTEE ACTION:
Approved on Consent (except 2 contracts postponed-see below)

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

NMIF Housing Corp $200K and NM Coalition to end Homelessness $180K-postponed

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Civic Housing Authority** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the following work:

A. Use AHTF funds for costs associated with the construction of the Calle Resolana Apartment Community (may include: pre-development, infrastructure and construction costs). The subject property received LIHTC subsidy funds, in addition to several other funding sources to construct 45 units affordable to renters earning no more than 60%AMI, including 11 units set aside for renters earning 30%AMI or less.

B. Follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Report to the City on a quarterly basis the use of funds, including project status updates.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring that specifically demonstrates compliance with proposed affordability criteria.

D. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed two hundred thousand dollars ($200,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($200,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. **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.

25. **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.

26. **Notices.** 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
664 Alta Vista St
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE _____

SANTA FE CIVIC HOUSING AUTHORITY

ED ROMERO
EXECUTIVE DIRECTOR

DATE: _____

CRS# 01-505902-00-2
Registration # 67971

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201904

Contractor: **Santa Fe Civic Housing - Calle Resolana**

Description: **Agreement delivers funds for costs associated with (may include pre-development, infrastructure & construction costs of) Calle Resolana Apartment Community, a 45 affordable unit complex to renters earning no more than 65% AMI including 11 units...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $200,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. **Procurement History:** RFP #20/15/P

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** 240 **Org / Object:** 2402750.510500

Alexis Lotero
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing - Calle Resolana

Procurement Title: 20/15/P (AFTF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☑	☐	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☑	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 6/5/20

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	Community Services
Division Name:	Office of Affordable Housing	Division Name:	AffordBLE hOUSING

Financial Information

Amount Requested:	$200,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Civic Housing - Calle Resolana	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Dunaway, CPO	Alexis Lotero (Jun 5, 2020 09:22 MDT)	Mary McCoy
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

Owner:

License Number: 67971

Issued Date: February 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

RESOSSL-01 BSTIERWALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member
4333 Pan American Fwy NE, Suite A
Albuquerque, NM 87107

CONTACT NAME: Barbara Stierwalt
PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No):
E-MAIL ADDRESS: bstierwalt@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Resolana SF, LLC and Santa Fe Civic Housing Authority
664 Alta Vista Street
Santa Fe, NM 87505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP 0577624	5/11/2020	5/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Professional Liab						Prof Liab	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

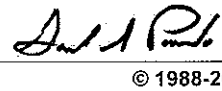
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: RESOSSL-01 BSTIERWALT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member	Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability $1,000,000 / $3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	CONTACT NAME: PHONE (A/C, No, Ext): 949-349-9857 FAX (A/C, No): 949-349-9957 E-MAIL ADDRESS:
INSURED City of Santa Fe Barbara Boltrek P.O. Box 909 Santa Fe NM 87504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Safety National Casualty Corporation 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 35731549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SP4059030	7/1/2018	7/1/2020	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Civic Housing Authority** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the following work:

A. Use AHTF funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 – 2 and 3 bedroom units currently housing a majority of renters earning less than 30% AMI. Eligible rehabilitation activities may include:

1. Asphalt parking and driveway overlays;
2. Installation of accessible handicap parking spaces, van and car;
3. Roofing about parking spaces;
4. Landscape improvements, including refurbishing basketball court;
5. Installation of smoke detectors in proximity to bedroom spaces;
6. Replacement of door handle hardware to be compliant with ADA.

B. Follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Report to the City on a quarterly basis the use of funds, including project status updates.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring that

specifically demonstrates compliance with proposed affordability criteria.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred forty thousand dollars ($140,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($140,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. **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.

25. **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.

26. **Notices.** 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
664 Alta Vista St.
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN WEBBER
MAYOR

DATE:_____

SANTA FE CIVIC HOUSING AUTHORITY:

_____

ED ROMERO
EXECUTIVE DIRECTOR

DATE:_____

CRS# 01-505902-00-2
Registration # 67971

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY' S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201905

Contractor: **Santa Fe Civic Housing - Country Club Apt Rehab**

Description: **Agreement delivers funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 units currently housing a majority of renters earning less than 30% AMI**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $140,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. **Procurement History:** RFP #20/15/P

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** 240 **Org / Object:** 2402750.510500

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$140,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Civic Housing - Country Club Apt Rehab	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Dunaway, CPO (Jun 5, 2020 09:25 MDT)	Alexis Lotero (Jun 5, 2020 09:18 MDT)	Mary McCoy
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing - Country Club Apt Rehab

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

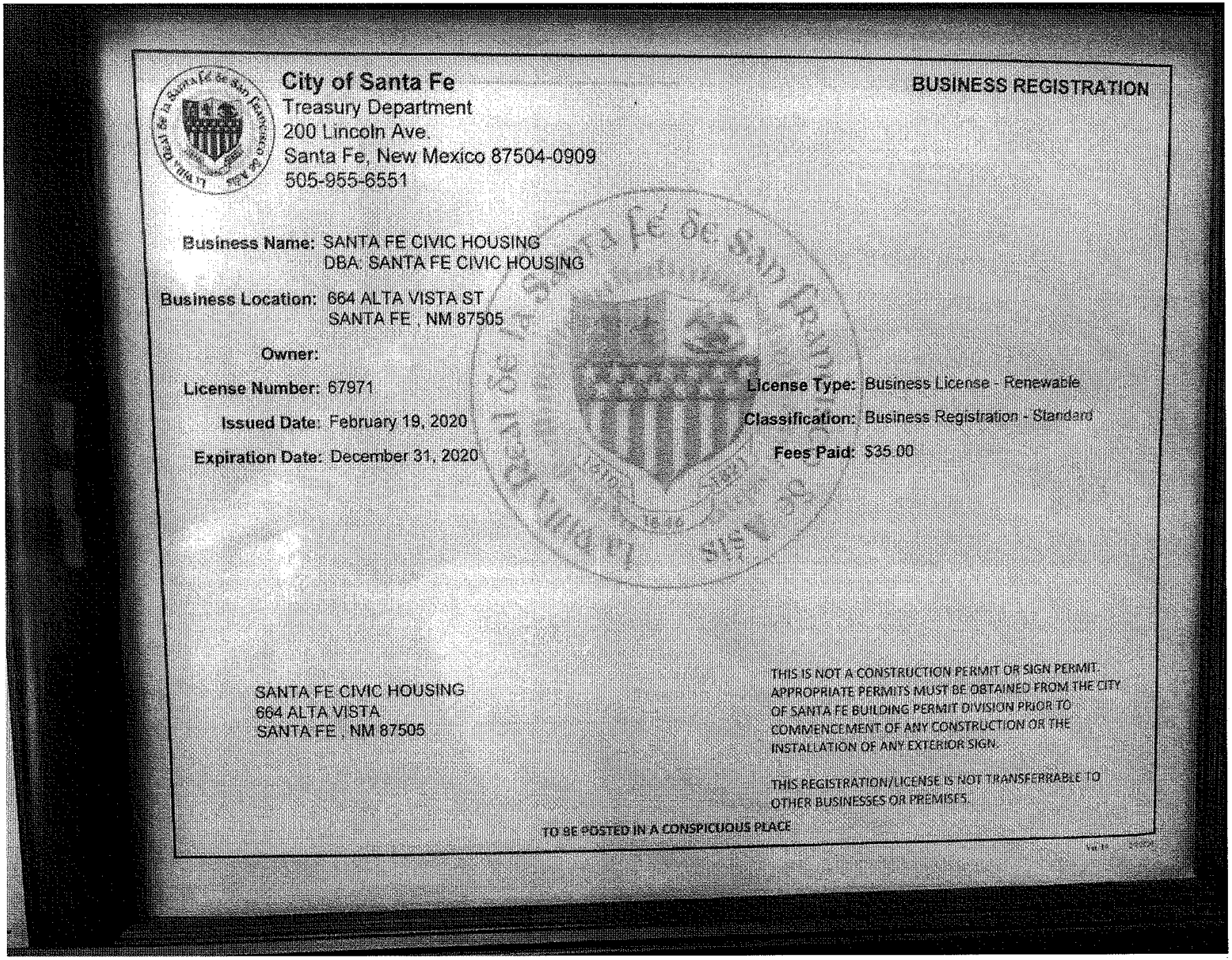
YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

Owner:

License Number: 67971

Issued Date: February 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

RESOSSL-01 BSTIERWALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member
4333 Pan American Fwy NE, Suite A
Albuquerque, NM 87107

CONTACT NAME: Barbara Stierwalt
PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No):
E-MAIL ADDRESS: bstierwalt@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Resolana SF, LLC and Santa Fe Civic Housing Authority
664 Alta Vista Street
Santa Fe, NM 87505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			ENP 0577624	5/11/2020	5/11/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Professional Liab						Prof Liab	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: RESOSSL-01 BSTIERWALT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member	Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability $1,000,000 / $3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	CONTACT NAME: PHONE (A/C, No, Ext): 949-349-9857 FAX (A/C, No): 949-349-9957 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corporation — 15105
INSURED City of Santa Fe Barbara Boltrek P.O. Box 909 Santa Fe NM 87504	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 35731549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SP4059030	7/1/2018	7/1/2020	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Habitat For Humanity** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
The Contractor shall perform the following work:

A. Provide zero percent mortgage principal reduction funding for four (4) low-income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision.

B. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

C. Contractor will report to the City on a quarterly basis the use of funds, including any income from prior allocations that was revolved as financial assistance to homebuyers.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation for financial assistance provided.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of

this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed eighty thousand dollars ($80,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($80,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall

provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall

have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and

warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions,

proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. 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.

25. 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.

26. Notices. 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Habitat For Humanity
2520 Camino Entrada, Ste A
Santa Fe, NM 87507

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE:

SANTA FE HABITAT FOR HUMANITY

KURT KRAHN
EXECUTIVE DIRECTOR

DATE:

CRS# 02-070960-00-9
Registration # 225494

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201901

Contractor: **Santa Fe Habitat for Humanity**

Description: **Agreement delivers funds to provide 0% mortgage principal reduction funding for 4 low- income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision. Upon resale, liens will be repaid to the Contractor and revolved...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $80,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/15/P**

Fran Denaway, CPO (Jan 5, 2021 09:16 MST) _____
Purchasing Officer Review: Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero (Jan 5, 2021 09:32 MST) _____
Budget Officer Approval: Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$80,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Habitat for Humanity	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Gonsoway, CPO (Jun 5, 2020 09:18 MDT)	Alexis Lotero (Jun 5, 2020 09:12 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat for Humanity

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Fran Eubanks, CPO (Jun 5, 2020 09:10 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.

SANTFEH-02 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Mexico Security Insurance Company	15349
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2414 Cerrillos Rd.
Santa Fe, NM 87505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			69560111	4/1/2020	4/1/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P.O. Box 873401 Kansas City, MO 64187-3401	CONTACT NAME: PHONE (A/C No.Ext): 888-553-9002 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER-A: ACE American Insurance Co.	22667
INSURER-B:	
INSURER-C:	
INSURER-D:	
INSURER-E:	
INSURER-F:	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada, Ste A
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		GL1065365-20	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	X POLICY							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per Person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						WC STATU-TORY LIMITS / OTH-ER	
	OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(MANDATORY IN NH) If yes, describe under						E.L. DISEASE – EA EMPLOYEE	$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	$

CERTIFICATE HOLDER

City of Santa Fe - HCDD/Affordable Housing
P.O. Box 909,
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Patti D. Garcia

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): 913-652-3967 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : Westchester Fire Ins. Co.	10030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers			DO1065365-20	04/01/2020	04/01/2021	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

1065365

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti D. Stamer

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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

CRS Number: 02070960009

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

License Type: Business License - Renewable

Issued Date: February 25, 2020

Classification: Contractor - General

Expiration Date: December 31, 2020

Fees Paid: $35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Recovery Center** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Support the rental costs of Sober Living Bridge Houses to provide sober living environments for 70 residents, earning 0% - 50% AMI.

B. Conduct a needs assessment using the Unite Us platform to document an individual's or family's housing needs, the impact of COVID-19, as well as documenting other social determinants of health.

C. Contractor will report to the City on a quarterly basis the use of funds, including a report of residents served by household size and income percentile.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation of income verification, certification of eligibility receipts, and other supporting documentation.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed fifty thousand dollars ($50,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($50,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was

entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. 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.

25. 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.

26. Notices. 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM 87507

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

SANTA FE RECOVERY CENTER:

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

DATE:

CRS# 01-778794-00-7
Registration # 149637

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201902

Contractor: **Santa Fe Recovery - Sober Living**

Description: **Agreement delivers funds to provide rental assistance (includes rent payments, utilities, deposits and costs in arrears) to a minimum of thirty four (34) renters earning at or below 50% AMI.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $50,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/15/P**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery - Sober Living

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Ellen Dunlavay, CPO 6/5/20

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$50,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Recovery - Sober Living	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Dunaway CPO (Jan 5, 2020 08:09 MDT)	Alexis Lotero (Jan 5, 2020 08:57 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

Owner: SYLVIA BARELA

License Number: 149637

Issued Date: November 25, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: George Segura PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: gsegura@danielsinsuranceinc.com
INSURED (505) 471-4985 Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel Insurance Company — 38970 INSURER B: New Mexico Mutual Casualty Com — 40627 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 26731 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			HUP2739-03	08/31/2019	08/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Abuse & Molestatio	$ 1M/1M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HUA2740-03	08/31/2019	08/31/2020	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			HUU3919-02	08/31/2019	08/31/2020	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			43642.115	06/07/2019	06/07/2020	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the insured per policy conditions, Liability: Continental US: Worker's Compensation New Mexico. Certificate Holder (or holder name) is an Additional Insured on General and Auto liability policy, but only to the extent provided in the Additional Insured endorsement.

CERTIFICATE HOLDER

City of Santa Fe

PO BOx 909

Santa Fe NM 87502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Youth Works!** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Operate "Shelter Now" program which provides financial assistance to youth and their families, earning less than 60%AMI to cover the costs of rent payments, utilities, deposits and costs in arrears to a minimum of twenty three (23) households.

B. Conduct a needs assessment using the Unite Us platform to document an individual's or family's housing needs, the impact of COVID-19, as well as documenting other social determinants of health.

C. Align support services with housing to provide comprehensive case amanagement with the goal of improving longer term housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, including AMI of assisted renter, address, household size and other demographic information as requested.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation for rental assistance provided.

F. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed forty thousand dollars ($40,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed+ ($40,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. 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.

25. **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.

26. **Notices.** 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Youth Works!
1000 Cordova Place #415
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:_____

YOUTH WORKS!:

MELYNN SCHUYLER
EXECUTIVE DIRECTOR

DATE:_____

CRS# 02-471161-00-6
Registration # 222597

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201906

Contractor: **Youth Works - Rental Assistance**

Description: **Agreement delivers funds to provide financial assistance, which may be distributed over the course of several months in the form of rental assistance (includes rent payments, utilities, deposits & costs in arrears) to a minimum of forty two (42) house...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $40,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/15/P**

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	Community Services
Division Name:	Office of Affordable Housing	Division Name:	Affordable Housing

Financial Information

Amount Requested:	$40,000	Munis Fund Number:	240
Vendor Name:	Youth Works - Rental Assistance	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Gunaseka, CPO (Jun 5, 2020 09:30 MDT)	Alexis Lotero (Jun 5, 2020 09:28 MDT)	Mary McCoy
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Works - Rental Assistance

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Brian Barnaby, CPO (Jun 5, 2020 09:30 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: GORDON BETANCOURT

License Number: 222597

Issued Date: December 30, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1000 CORDOVA PL
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			01542000	7/2/2019	7/2/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			01542000	7/2/2019	7/2/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			01542000	7/2/2019	7/2/2020	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Property			01542000	7/2/2019	7/2/2020		
A	Professional Liab.			01542000	7/2/2019	7/2/2020		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Cassady	
Insurance United PO Box 759 Higley AZ 85236	PHONE (A/C, No, Ext): (844) 559-8336	FAX (A/C, No): (602) 388-8110
	E-MAIL ADDRESS: kcassady@conservationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIG Property Casualty Company	19402
INSURED Santa Fe Youth Works 1000 Cordova Pl #415 Santa Fe NM 85706	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL198601241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC033-57-1438	08/01/2019	08/01/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Fe is a certificate holder on the above policy.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (GENERAL FUND)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SFPS - Adelante** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Continue implementation of the Family Assistance Project to Provide financial assistance, which may be distributed over the course of several months in the form of rental assistance (includes rent payments, utilities, deposits and costs in arrears) to a minimum of thirty (30) households earning less than 60% AMI, with an average assistance amount of equal $1,650 per household.

B. Conduct a needs assessment using the Unite Us platform to document an individual's or family's housing needs, the impact of COVID-19, as well as documenting other social determinants of health.

C. Ensure that students and families meeting a definition of homelessness or housing instability are connected to other support services in conjunction with housing assistance, including case management and navigation services, school liaisons and early childhood support.

D. Report to the City on a quarterly basis the use of funds, including AMI of assisted renter, address, house hold size and other demographic information as requested.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation of income verification, certification of eligibility, receipts, and

other supporting documentation for rental assistance provided.

F. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed sixty thousand dollars ($60,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($60,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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 proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. **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.

25. **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.

26. **Notices.** 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:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: SFPS – Adelante
610 Alta Vista St
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE:_____

CONTRACTOR:
SFPS - ADELANTE

SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

DATE:_____

CRS# N/A
Registration #N/A

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 12, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

1002750.510500
Org #/Line Item

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201907

Contractor: **SFPS - Adelante**

Description: **Agreement delivers rental assistance to residents in Santa Fe who are experiencing housing instability or homelessness.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $60,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/15/P**

Fran Dunaway, CPO 6/2/20
Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **100** **Org / Object:** **1002750.510500**

Alexis Lotero
Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: 20/15/P (GF)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☑	☐	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☑	☐	Other:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Fran Dunaway (May 12, 2020 10:08 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$60,000	Munis Fund Number:	100
Vendor Name:	SFPS - Adelante	Munis Org Number:	1002750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Fran Dunaway [Jun 12, 2020 10:58 MDT]	Alexis Lotero [Jun 12, 2020 10:44 MDT]	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818) 449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 410 Old Taos Highway Santa Fe NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SFPS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners Contractors ☐ Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MOC NO. L0022	07/01/2019	07/01/2020	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							MAXIMUM LIABILITY	$ 1,050,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Self-Insured Retention for Liability is $750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Evidence of insurance

CERTIFICATE HOLDER

City of Santa Fe/ Office of Affordable Housing
500 Market Street, Ste 200
Santa Fe NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability
Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2020
FOR CITY COUNCIL MEETING OF 0708/20

ISSUE:

f. Request Approval of Change Order #3 Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of $542,187.5 Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7F

Request Approval of Change Order #3 Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of $542,187.5 Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: April 7, 2020

To: Public Works/Public Utilities Committee/Finance Committee

From: Michael R. Moya, T&D Section Manager xx
Bill Huey, Water Division Engineer BH xx
BH

Via: Jesse Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director sj

RE: Water Division requests the Approval of Change Order #3 in the Total Amount of $542,187.50 including tax for FY 2021 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. (Bill Huey, bchuey@santafenm.gov, 955-4273).

ITEM AND ISSUE:

The Water Division requests approval of Change Order #3 to bid number '17/32/B for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. to increase the amount of not to exceed compensation by $542,187.50 including New Mexico Gross Receipt Tax (NMGRT) to allow for continuation of needed repair work, routine water line replacements and emergency repairs throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

City Council awarded Bid # 17/32/B to Sub Surface Contracting, Inc. (Sub Surface) on July 26, 2017. The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with $250,000 from Transmission and Distribution for work on their infrastructure and with $250,000 from Source of Supply for work on their infrastructure. Therefore, the Contract amount is limited to $500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per year.

The Water Division requests that City Council approve our amendment to extend this contract for one more fiscal year. Funds for this work are available in Business Unit, Line Item 5050381.572970 in the amount of $542,187.50 including NMGRT.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of Change Order #3 to the contract to Sub Surface Contracting, Inc. for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 for $542,187.50 including NMGRT under RFB No. '17/32/B.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

Signature: Bill Huey (Jun 4, 2020 08:35 MDT)

Email: bchuey@santafenm.gov

Signature:

Email: mrmoya@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (Jun 5, 2020 09:33 MDT)

Email: swjones@santafenm.gov

CHANGE ORDER
for:
#17-0823; #18-0600; #19-00515

City Wide Water Utility Consturction & Repair Contract ***BID 17/32/B - CIP # 953***

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 3
Date: 4/3/2020

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT)	$	542,187.50
2. Term of Contract will be increased by one additional year to June 30, 2021		

The work covered by this order shall be prerformed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax)	$	558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	$	1,084,375.00
Contract sum will be Increased by this Change Order (including gross receipts tax)	$	542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	$	2,185,467.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: _____
Title: _____
Date: _____
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. _____

Owner: City of Santa Fe

Water Division Engineer
By: _____ Date: _____

Public Utilities Director
By: _____ Date: _____

Finance Director
By: _____ Date: _____

City Attorney
By: _____ Date: 4/3/20

Mayor
By: _____
Date: _____

City Clerk
By: _____
Date: _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Sub Surface Contracting, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $558,904.96

Termination Date: June 30, 2018

☑ Approved by Council Date: July 26, 2017

☐ or by City Manager Date:

Contract is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B

Amendment # CO #3 to the Original Contract# 17-0823

Increase/(Decrease) Amount $ $ 542,187.50

Extend Termination Date to: June 30, 2021

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Amendment is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B FY 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 558,904.96 of original Contract# Termination Date: 6/30/2018
Reason: Oriignal Contract

Amount $ 542,187.50 amendment # CO #1 Termination Date: 6/30/2019
Reason: Increase comp and term for new FY #18-0600

Amount $ 542,187.50 amendment # CO#2 Termination Date: 6/30/2020
Reason: Increase comp and term for new FY 19/2

Amount $ 542,187.50 amendment # CO#3 Termination Date: 6/30/2021
Reason: Increase Comp and Term for new FY 20/21

Total of Original Contract plus all amendments: $ 2,185,467.46

APR 3 '20 AM11:57
RCVD BUDGET

PS002043

# #

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 17/32/B Date: May 23, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** BID Year 4 of 4
example: (First year of 4 year contract)

Fran Dunaway (Jul 22, 2020 08:26 MDT)
Purchasing Officer Review **Signature:**

Email: fadunaway@santafenm.gov

Comments or Exceptions: FY 21 PSA

7 **Funding Source:** _____ **BU/Line Item:** 5050395.572970

4/3/20
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez/ Bill Huey

Phone # 955-4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: City Wide Water Utility Construction & Repair, RFP 17/32/B

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Water Staff Name Bill Huey

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☐	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☐	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Bill Huey, Engineer, 4/03/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utility	Department Name:	
Division Name:	Water	Division Name:	Transmission & Distribution

Financial Information

Amount Requested:	$542,187.50	Munis Fund Number:	505
Vendor Name:	Sub Surface Contracting, Inc.	Munis Org Number:	5050395
Approved by Director?	yes	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a recurring service provided by the Contractor (Sub Surface Contracting, Inc.) to provide Emergency Services to repair broken water mains and planned replacements of water mains and other infrastructure as well as customer service connections. The Contractor was chosen as the lowest cost based on the RFB.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City (Water Division) is required to provide adequate and safe drinking water for our customers as well as for Fire Protection. The Contractor provides both Emergency Repair service as well as planned replacements for the Water Division who does not have adequate staffing or equipment to conduct the work.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No City department has adequate staff or equipment to provide this service.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

The Water Division is required to provide adequate, safe water service and fire protection. Without this Contract, the Water Division will not be able to provide this service.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

If this purchase is not approved by the City, there is no alternate funding source. This service is not provided by any other entity.

Fran Dunaway (Jun 22, 2020 08:30 MDT)	Alexis Lotero (Jun 17, 2020 14:36 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
ANNX2
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: February 17, 2020

Classification: Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

SUBSURF-01 SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	X PD Ded: $500						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			Z75944	7/1/2019	7/1/2020	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			Z75944	7/1/2019	7/1/2020	AGGREGATE	$ 2,000,000
	DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		0692	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2019	7/1/2020	Ded: $500/Limit:	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
Attn: Maya Martinez
801 West San Mateo
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE ITEM # 17-0823
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN OWNER
AND CONTRACTOR

This Agreement is entered into this 26th day of July, 2017, by and between the CITY OF SANTA FE, herein known as the Owner, and Sub Surface Contracting Inc., herein known as the Contractor.

For the following:

PROJECT: City-Wide Water Utility Construction & Repair Contract
PROJECT NO.:CIP # 953

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a Construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of July 26, 2017

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by Water Division as required in the Contract Documents for FY 17/18 City-Wide Water Construction & Repair Contract RFB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than (365) three-hundred sixty-five calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. The term of this agreement may be extended for an additional twelve (12) month period up to three (3) additional years, not to exceed four (4) years by a written amendment(s) in accordance with the terms of this Agreement.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of five hundred sixteen thousand eleven dollars and fifty cents ($516,011.50). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipts Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of forty two thousand eight hundred ninety three and forty six cents ($42,893.46) is [$8.3125]% of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	$ 516,011.50
Gross Receipts Tax	$ 42,893.46
TOTAL	$ 558,904.96

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars ($1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the (365) three-hundred sixty-five calendar day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

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

9.8 The 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 Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

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

9.10 The Contractor warrants that the Contractor presently 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.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe Sangre De Cristo Water Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	Sub Surface Contracting, Inc. 27ª Paseo de River Santa Fe, NM 87507

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 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. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. 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.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 7/26/17

APPROVED AS TO FORM:

6/5
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

Budget Officer
08/02/17
for
ADAM K. JOHNSON, FINANCE DIRECTOR

OWNER:

JAVIER GONZALES, MAYOR
8/7/17
DATE

CONTRACTOR:
SUB SURFACE

BY:
TITLE: V-P

DATE: 8/10/17

NM TAXATION AND REVENUE CRS
NO. 02-104256-000

CITY OF SANTA FE BUSINESS REG.
NO. 17-00046991

52305.572970

ITEM # 18-0600

CHANGE ORDER
for:

City Wide Water Utility Consturction & Repair Contract ***BID 17/32/B - CIP # 953***

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 1
Date: 4/17/2018

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT)	$	542,187.50
2. Term of Contract will be increased by one additional year to June 30, 2019.		

The work covered by this order shall be prerformed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax)	$	558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	$	-
Contract sum will be Increased by this Change Order (including gross receipts tax)	$	542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	$	1,101,092.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: _____
Title: _____
Date: 6/12/18
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. 18-00046991

Owner: City of Santa Fe

Water Division Engineer
By: _____ Date: 6/20/18

Interim Public Utilities Director
By: _____ Date: 6/20/18

Finance Director
By: _____ Date: 6/5/18

Interim City Attorney
By: _____ Date: 4/19/18

Mayor
By: _____
Date: June 11, 2018

City Clerk
By: Yolanda Y. Vigil
Date: 6-22-18
CC mtg. 5/30/18

ITEM # 19-0515

CHANGE ORDER
for:
#17-0823; #18-0600

City Wide Water Utility Consturction & Repair Contract ***BID 17/32/B - CIP # 953***

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 2
Date: 4/16/2019

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT)	$	542,187.50
2. Term of Contract will be increased by one additional year to June 30, 2020		

The work covered by this order shall be prerformed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	$	558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	$	542,187.50
Contract sum will be increased by this Change Order (including gross receipts tax)	$	542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	$	1,643,279.96

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: _____
Title: PRESIDENT
Date: 6-3-2019
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. 19-00046991

Owner: City of Santa Fe

Water Division Engineer
By: _____ Date: 6/5/19

Public Utilities Director
By: _____ Date: 6/5/19

Finance Director
By: _____ Date: 4/28/19

City Attorney
By: _____ Date: 4/24/19

Mayor
By: _____
Date: 6/28/19

City Clerk
By: Yolanda Y. Vigil
Date: 6-28-19
cc mtg 6-26-2019

Signature:

Email: aclotero@santafenm.gov

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

ITEM# _____

Appeal No. 2020-2043-APPL
Appellant's Name – Rosewood Hotels
Address – 113 Washington Avenue

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for a public hearing on June 24, 2020 (Hearing) to consider the appeal (Appeal) of Rosewood Hotels (Appellant) from the written decision of the City's Historic Districts Review Board (Board) in Case No. 2019-1600-HDRB. In that decision, the Board imposed conditions on its approval of rooftop improvements at the Rosewood Inn of the Anasazi, located at 113 Washington Avenue, including a fifty-six foot (56') high addition, which exceeds the maximum allowable building height and would require an exception to the height limitations in the City's Historic Districts Ordinance. Appellant requested that the Governing Body remove the conditions of approval imposed by the Board, which concern the location and design of the proposed stuccoed chimney massings closest to the street-facing façade.

The record on appeal (Record) includes the following documents:

1. Memorandum dated June 15, 2020, for the June 24, 2020 Meeting of the Governing Body to the Members of the Governing Body from Sally A. Paez, Assistant City Attorney, regarding the Appellant's appeal from the Board's decision in Case No. 2019-1600-Board (Memorandum);
2. Exhibit A, Verified Appeal Petition (Petition) filed April 29, 2020;
3. Exhibit B, Board Findings of Fact and Conclusions of Law issued April 28, 2020 and filed by the City Clerk with the records of the City as Item #20-0218;
4. Exhibit C, relevant excerpts from the minutes of the April 28, 2020 Board meeting;
5. Exhibit D, relevant excerpts from the minutes of the March 10, 2020 Board meeting;
6. Exhibit E, Historic Preservation Division (HPD) Staff Report and Exhibits from the March 10, 2020 Board meeting;
7. Exhibit F, relevant excerpts from the minutes of the February 11, 2020 Board meeting;
8. Exhibit G, HPD Staff Report and Exhibits from the February 11, 2020 Board meeting;
9. Exhibit H, Application filed with the City Land Use Department (LUD) on January 15, 2020;
10. Appellant's Hearing Materials for the June 24, 2020 Hearing (totaling 12 pages).

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. The commercial building at 113 Washington Avenue was constructed sometime after 1945 in the Territorial Revival style and was originally known as the State Securities Building.
2. In 1989, the Rosewood Inn of the Anasazi substantially remodeled the building in the Spanish Pueblo Revival style for adaptive reuse as a hotel.
3. The building is located within the Downtown and Eastside Historic District and is listed as a "noncontributing structure."
4. SFCC Section 14-12.1 defines a "noncontributing structure" as a "structure, located in an H[istoric] district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H[istoric] District."
5. The maximum allowable height at 113 Washington Avenue, as calculated pursuant to the City's Historic Districts Ordinance, is twenty feet, one inch (20'1"). *See generally* Santa Fe City Code (SFCC) § 14-5.2(D)(9) (height calculation).
6. The existing building height is forty-two feet (42').

Procedural History

7. On January 15, 2020, Appellant filed an Application with the HPD, requesting Board review and approval of a rooftop event space, bar, and swimming pool (Project).
8. The Project includes three main components: (1) an outdoor event space at the front one-third of the rooftop space (closest to Washington Avenue); (2) an enclosed bar and lounge addition in the middle one-third of the space; and (3) a pool and deck area at the rear one-third of the rooftop space.
9. The Project would include a rooftop addition built to a height of fifty-six feet (56').
10. LUD Staff conducted a preliminary zoning review (PZR) and determined that the Application appeared to meet the underlying zoning standards set forth in the SFCC.
11. HPD staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
12. Under SFCC Section 14-5.2(C)(5)(c), HPD staff is responsible for determining whether an exception is required for approval of an application.
13. HPD staff determined that approval of the Project would require an exception to exceed the maximum allowable height of 20'1".
14. Applicant requested a height exception in the Application.
15. To obtain a height exception, Appellant needed to conclusively demonstrate that all six of the exception criteria set forth in SFCC Section 14-5.2(C)(5)(c)(i)-(vi) had been met.
16. In the Staff Report, HPD staff recommended that the Board should grant the exception and approve the Project.

Board Decision

17. The Board held two public hearings on the application, on February 11, 2020 and March 10, 2020.
18. At the February 11, 2020 hearing, Board members expressed concerns about the proposed height and visibility of the rooftop additions, especially the increased height of the chimneys located closest to the street-facing façade, and suggested that the added height should be stepped-back farther from this façade.
19. SFCC Section 14-5.2(D)(9)(f) grants the Board authority to "require that upper floor levels be steeped back" to ensure that additional height on a building "is in harmony with the massing of the applicable streetscape and preservation of the historic and characteristic visual qualities of the streetscape."
20. At the February 11, 2020 hearing, the Board postponed a decision on the application and asked Appellant to provide additional information about the proposed additional height and to consider a redesign, based on the Board's input.
21. At the March 10, 2020 hearing, Appellant returned to the Board with revised drawings, which reflected a few modifications to the Project design, and digital renderings that better captured the visual effects of the additions on the streetscape.
22. At the March 10, 2020 hearing, the Board concluded that Appellant had failed to demonstrate that all six exception criteria set forth in SFCC Section 14-5.2(C)(5)(c) had been met with regard to the proposed location and height of the three chimney massings closest to the street-facing façade.
23. Specifically, the Board found "that the proposed location and height of the three front chimney massings would damage the character of the streetscape," *see* SFCC § 14-5.2(C)(5)(c)(i), and that the "proposed location and height of the three (3) front chimney massings would not provide the least negative impact with respect to the purposes of SFCC Section 14-5.2 [Historic Districts Ordinance], as set forth in SFCC Section 14-5.2(A)(1)," *see* SFCC § 14-5.2(C)(5)(c)(vi).
24. At the March 10, 2020 hearing, the Board granted the height exception and approved the Project subject to conditions of approval concerning the location and appearance of the chimneys (Chimney Conditions) as follows: (1) the proposed three front chimney massings shall be eliminated from the design, and the existing chimney stacks at the front west elevation shall remain in their current location and at their current height; (2) the size of the event space shall be limited by the distance that the building code requires the space to be from the existing westernmost chimneys; and (3) Appellant shall submit new drawings to staff for approval before seeking permits.
25. On April 28, 2020, the Board adopted written findings of fact and conclusions of law reflecting its decision, which are filed with the records of the City Clerk as Item #20-0218.
26. The Board approved the vast majority of the Project, including the enclosed bar and lounge, pool, and deck; and the Chimney Conditions will impact only a portion of the proposed event space.
27. The Board was aware of the building code requirements for the location and height of chimneys and took those requirements into account when imposing the Chimney Conditions.

Appeal to Governing Body

1. Under SFCC Section 14-3.17(A)(1)(b), final actions of a Land Use Board include a written decision made after a public hearing.
2. On April 29, 2020, Appellant timely filed a verified appeal petition, asking the Governing Body to remove the Chimney Conditions from the Project approval.
3. The Appellant provided notice of the Hearing in accordance with the notice provisions of SFCC Section 14-3.1(H)(4).
4. Under SFCC Section 14-3.17(H)(4), Appellant has the burden of proof on appeal.
5. Under SFCC Section 14-2.2(F), the Governing Body hears and decides appeals of final actions of any Land Use Board de novo.
6. At the Hearing, the Governing Body reviewed the Record and heard the report of City staff and the presentations made by Appellant's representatives and interested members of the public.
7. SFCC Section 14-3.17(A)(2) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.
8. In this case, Appellant raised two issues on appeal: (1) the Chimney Conditions would put people on the rooftop patio at risk of breathing smoke; would make portions of the patio dangerous, uninviting, or unusable; and would decrease the aesthetic appeal of the design; and (2) the Board exceeded its authority under the Historic Districts Ordinance when it imposed the Chimney Conditions.

CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Board decision issued April 28, 2020 is a final action subject to appeal.
3. Appellant timely appealed the Board's decision to the Governing Body.
4. The first issue Appellant raised on appeal, that the Chimney Conditions would put people on the rooftop patio at risk of breathing smoke; would make portions of the patio dangerous, uninviting, or unusable; and would decrease the aesthetic appeal of the design, fails to identify a valid basis for appeal under SFCC Section 14-3.17(A)(2).
5. The second issue Appellant raised on appeal, that the Board lacked authority to impose the Chimney Conditions, lacks merit because Board had authority under the SFCC to approve, with or without conditions, or to deny part or all of the proposed design to assure compliance with applicable design standards, including the exception criteria.
6. Under SFCC Section 14-5.2(C)(3)(b), the Board had the authority to approve the Application on the condition that changes relating to exterior appearance be made in the proposed work.

7. On appeal, Appellant failed to carry the burden of conclusively demonstrating that the proposed design of the three front chimney massings met the exception criteria set forth in SFCC Section 14-5.2(C)(5)(c)(i) (does not damage the character of the streetscape) and (vi) (provides the least negative impact with respect to the purposes of the Historic Districts Ordinance).
8. The Governing Body voted to deny the appeal and to affirm the Board's final action, with a vote of six (6) in the affirmative and three (3) in the negative, with Mayor Alan Webber, Councilor Roman Abeyta, and Councilor JoAnne Vigil Coppler voting in favor of Appellant.

WHEREFORE, IT IS ORDERED ON THE 8TH OF JULY, 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body denies the appeal and approves the Project, subject to the conditions of approval imposed by the Board.

_____ _____
Alan M. Webber Date
Mayor

FILED WITH THE CITY CLERK:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Jun 30, 2020
Erin K. McSherry Date
City Attorney

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:
Consideration of Bill No. 2020-__: An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review: Planning Commission (postponed): 6/18/20
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
City Council (public hearing) (scheduled): 8/12/20

QUALITY OF LIFE COMMITTEE ACTION: Approved (removed from consent by Councilors Garcia and Rivera)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

DATE: June 29, 2020

TO: Quality of Life Committee, Public Utilities/Public Works Committee, Finance Committee, and Governing Body

FROM: Elias Isaacson
Elias Isaacson, Planning & Land Use Director

RE: Legislative Update - Short-Term Rental & Land Use Code Enforcement

Executive Summary:

Amendments to the Short-Term Rental Ordinance set forth in Subsections 14-6.2(A)(5)-(8) SFCC 1987 are under further review and will not be presented for consideration at this time. Amendments to the Land Use Code Enforcement Ordinance set forth in Section 14-11.4 SFCC 1987 will move forward through the Council Committees as originally scheduled.

Legislative Update:

This proposal originally included two separate bills, one amending the Short-Term Rental (STR) Ordinance set forth in Subsections 14-6.2(A)(5)-(8) SFCC 1987, and the other amending the Land Use Code Enforcement Ordinance set forth in Section 14-11.4 SFCC 1987. The proposed amendments aim to improve administration and enforcement of the City's STR program.

All amendments to the Land Use Code require a public hearing, review, and recommendation by the Planning Commission prior to consideration by the Governing Body. On June 18, 2020, the Planning Commission reviewed both bills at a public hearing. The Planning Commission wanted more time to review the amendments and the public comment received. The Commission postponed a formal recommendation but provided the attached memorandum, which includes initial input on both bills.

On June 24, the bill sponsors, which include Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal, decided to table the amendments to the STR Ordinance to consider additional revisions based on input received thus far. Amendments to the Land Use Code Enforcement Ordinance will continue on the original committee schedule.

City of Santa Fe, New Mexico

memo

Date: June 22, 2020

To: Members of the Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: Members of the Planning Commission

Via: Sally A. Paez, Assistant City Attorney

Subject: Proposed Amendments to Short-term Rental Ordinance and Land Use Code Enforcement Ordinance

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On Thursday, June 18, 2020, the Planning Commission held a public hearing on proposed amendments to the Short-term Rental (STR) Ordinance, Santa Fe City Code (SFCC) Section 14-6.2(A)(5)-(6), (8); and the Land Use Code Enforcement Ordinance, SFCC Section 14-11.4. Under the SFCC, proposed amendments to the text of Chapter 14 must be submitted to the Commission for review and recommendation at a public hearing, and the Governing Body must review the Commission's recommendations and any public comments received prior to taking final action on the legislation. SFCC § 14-3.3(A)(4).

The Planning Commission received a large volume of public comment on these proposals. Staff distributed written public comments from twenty-four 24 people to the Commission, including many comments received after the formal deadline. Additionally, twenty-nine (29) members of the public spoke at the public hearing.

The Planning Commission discussed the draft legislation at length but ultimately postponed a decision on a recommendation due to the extent of the proposed substantive changes and the high volume of public comment received. The Commission will finalize its recommendation at its July 16, 2020 meeting and will consider additional written public comments received by July 9, 2020. The Commission does not plan to accept additional live comment at the July 16, 2020 hearing.

Meanwhile, the Planning Commission understands that other City committees will be considering the proposed legislation at upcoming meetings. The

Commission offers the following input and suggestions made by individual Commissioners at the June 18, 2020 meeting for consideration by these other committees. These suggestions refer to the page and line numbers of the draft Short-term Rental legislation considered at the June 18, 2020 hearing.

- **Global:** The draft legislation would remove the current distinction between STR units on residentially zoned property, which are subject to the permit limits, and STR units on non-residentially zoned property (including the Business Capital District, "BCD") and resort property, which must be registered but are not subject to the permit limits. Suggest that this aspect of the proposal warrants further consideration and should perhaps be withdrawn.
- **Page 4, lines 19-21**: This provision states that one purpose of the legislation is to prevent the reduction of long-term housing availability. Suggest further review of whether the assumptions underlying this provision are accurate, perhaps through further consultation with Alexandra Ladd.
- **Page 5, line 25, to page 6, line 1:** This provision states that the land use director shall issue permits only to "natural persons." Suggest clarifying that although a permit must be held in the name of a natural person, the subject property can be owned by a legal or business entity, such as a trust or LLC. For example, suggest adding language as follows: "If the subject property is owned by a legal or business entity, the permit must be held in the name of any person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation."
- **Page 6, lines 6-11:** This provision states that a permit is not transferrable. Suggest considering whether there should be exceptions to this rule. For example, suggest adding the following language: "A transfer that does not result in new ownership of the property, such as a transfer to the owner's revocable trust for estate planning purposes or a transfer to an LLC where there is no change in the ownership interest in the property, is not considered a transfer for purposes of this subparagraph."
- **Page 7, lines 3-5:** This provision states that an STR unit cannot be rented more than once in a 7-day period. Suggest further consideration of whether this applies to an STR unit on non-residentially zoned property.
- **Page 12, lines 5-10:** This provision states that a permit shall not be issued for a new STR unit on residentially zoned property if there is already a permitted STR unit within 75'. Suggest the following: (1) consider whether this rule is appropriate for all parts of the city, or whether there should be a different rule (perhaps no proximity limitation) in areas or council districts where there is not a problem with STR density; (2) suggest further review of whether 75' is the appropriate radius; and (3) suggest further review of whether the 75' radius should be measured from the applicant's property boundary (as set forth in the draft) or whether it

should be measured from the center of the parcel, as determined by the city's GIS program (which was used when analyzing the effect of this provision).

- **Page 17, pages 6-11:** Suggest revising the "grandfather" provision to clarify that an STR with an existing registration shall be considered to have a valid permit under the new regulations and that the permit may be timely renewed as long as it is not revoked due to non-compliance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
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Alan Webber, Mayor

Councilors:
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Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: June 1, 2020

TO: Quality of Life Committee, Public Utilities/Public Works Committee, and Governing Body

VIA: Erin McSherry
City Attorney

From: Elias Isaacson
Elias Isaacson, Planning & Land Use Director

ISSUE:

This proposal includes amendments to Sections 14-6.2(A)(5)-(8) SFCC 1987 and 14-11.4 SFCC 1987 of the Land Use Code. The proposed amendments aim to improve administration and enforcement of the City's Short-Term Rental (STR) program and to create a system for imposing civil penalties on owners that operate STR units without proper authorization from the Land Use Department. The legislative sponsors of these amendments include Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal. Under Section 14-3.3(A)(4), all amendments to the Land Use Code require a public hearing, review, and recommendation from the Planning Commission prior to consideration by the Governing Body.

(Elias Isaacson Planning and Land Use Director, esisaacson@santafenm.gov, 955-6 370; and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

EXECUTIVE SUMMARY:

Amendments to two (2) existing ordinances are under consideration.

Amendments to Subsection 14-6.2(A)(5)-(8) SFCC 1987 will amend and clarify the existing Short-Term Rental Ordinance. The ordinance will retain the City's existing limitation on the total number of permits that may be issued by the land use department, which is a maximum of one-thousand (1000) permits. The City previously adopted this limitation by re solution. Additionally, the ordinance will prospectively limit the number of Short-Term Rental Permits to one per natural person. The Ordinance will also prospectively limit the proximity of

Short-Term Rental units on Residentially Zoned property and will require a local operator for Short-Term Rental Units. Finally, the ordinance will require permit holders and host platforms to adhere to new record -keeping and reporting provisions.

Amendments to Section 14-11.4 SFCC 1987 include provisions for adopting civil penalties, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The amended ordinance would also clarify the circumstances under which the Land Use Director may revoke permits, including short-term rental permits, and would permit the Land Use Director to order a one-year waiting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance.

Section 14-3.3, "Amendments to Text of Chapter 14," outlines the process for amending the text of the Land Use Code. To make a positive recommendation to the Governing Body, the Planning Commission must find that a text amendment meets the six criteria set forth in Section 14-3.3(B). The criteria are set forth below, followed by the Land Use Director's assessment of each.

(1) compliance with law;

The proposed amendments comply with municipal, state, and federal law concerning the regulation of short-term rentals.

(2) consistency with the general plan;

Although the General Plan does not speak directly to the regulation of short-term rental units, the proposed amendments will further many of the themes and policies set forth in the General Plan, including enhancing the quality of life for residents; fostering economic diversity; maintaining Santa Fe's unique personality, sense of place and character; and preserving an community-oriented downtown.

(3) consistency with other policies adopted by the governing body;

The policy objectives behind the proposed amendments are consistent with other policies adopted by the Governing Body and are described on the **attached chart**, which summarizes the sponsors' policy objectives and regulatory strategies.

(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;

The proposed amendments are consistent with the general purposes of the Land Use Code, as set forth in SFCC Section 14-1.3, because they are intended to promote the health, safety, order, convenience, prosperity, and general welfare of the residents of Santa Fe.

(5) consideration of how th e amendment relates to other provisions of t he Santa Fe City Code and the avoidance of unintended consequences; and

The proposed amendments to the Short-Term Rental Ordinance and the Land Use Code Enforcement Ordinance are intended to work in concert and with other provisions of the Santa Fe City Code, including the provisions governing business licenses and the collection of lodgers' tax.

(6) consistency with any approved neighborhood conservation overlay districts.

The amendments are consistent with the regulations that apply in the City's overlay districts.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments to clarify and amend the existing Short-Term Rental Ordinance set forth in Subsection 14-6.2(A)(5) SFCC 1987. Staff also recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments that would amend Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions.

ATTACHMENTS:

1. Proposed Text Amendments
2. Chart Summarizing Policy Objectives and Regulatory Strategies
3. FIRs

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-17

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

Councilor Carol Romero-Wirth

Councilor Renee Villarreal

AN ORDINANCE

AMENDING SECTION 14-11.4 OF THE LAND DEVELOPMENT CODE TO ADOPT CIVIL PENALTY PROVISIONS, A CIVIL FINE SCHEDULE, AND CIVIL CITATION PROCEDURES FOR LAND USE CODE ENFORCEMENT ACTIONS; AND TO PERMIT THE LAND USE DIRCTOR TO ORDER A ONE-YEAR WAITING PERIOD FOR APPLICATION FOR SHORT-TERM RENTAL PERMIT BY A PERSON WHO HAS VIOLATED THE SHORT-TERM RENTAL ORDINANCE, SECTION 14-6.2(A)(5) SFCC 1987.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 14-11.4 of the Land Development Code (being Ord. No. 2011-37, § 14, as amended) is amended to read:

14-11 ENFORCEMENT

14-11.4 REMEDIES AND PENALTIES

(A) **Remedies**

(1) If a *structure* is erected, constructed, reconstructed, *altered*, repaired,

converted, or maintained in violation of Chapter 14; or a *structure* or *property* is used in violation of Chapter 14; or if any other violation of this chapter occurs, the *governing body*, *city* attorney, enforcement officer, or other proper *city* official may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violation or to mandate compliance.

(2) The *land use director* may:

(a) withhold or revoke permits that the director is authorized to issue, including construction *permits* and short-term rental permits, if the applicant or permittee has violated a regulation relating to the granting of the permit, or if in the judgment of the land use director the public welfare requires that the permit be revoked or withheld;

(b) withhold or revoke *certificates of occupancy*;

(c) withhold the recording of *plats* or *development* plans;

(d) order discontinuance of illegal use of land or *structures*;

(e) order discontinuance of any illegal work being done;

(f) order removal of illegal *structures* or *alterations*; [~~and~~]

(g) order that any land or *structure* modified in violation of this Chapter be restored to compliance; or

(h) order a one (1)-year waiting period for *application* for a short-term rental *permit* by a person who has operated a *short-term rental unit* in violation of the short-term rental ordinance, subsection 14-6.2(A)(5), or has failed to pay or report taxes on the *short-term rental unit* as required by law.

(3) The *land use director* may use one or more of the remedies and penalties provided in this Article 14-11 without limiting the authority of the *land use director* or other officials to take other enforcement actions provided in this Code,

including the suspension or revocation of a *permit* by the *building official* pursuant to Chapter 7 Building and Housing, or [~~to pursue~~] the pursuit of other legal remedies.

(B) **Fines, Imprisonment**

Violations of Chapter 14 or of terms of approvals made pursuant to this chapter may be punished as provided in [~~Article~~]Section 1-3 SFCC 1987 (General Penalty)[~~of the Santa Fe City Code~~].

(C) **Civil Penalties**

(1) Assessment of Civil Fines. In addition to other penalties or remedies, the *land use director* may assess a [~~penalty fee may be assessed for construction with proper *permit* approvals in accordance with a schedule adopted by resolution of *governing body*~~] civil fine for any of the following:

(a) violation of any provision of Chapter 14;

(b) construction or other *development* without a required *permit* ;

(c) rental of a *short-term rental unit* without a *permit* or registration;

(d) misrepresentation of fact on an application submitted to the *land use department*; or

(e) failure to pay or report fees or taxes owed.

(2) Civil Fine Schedule. Each act subject to a civil fine constitutes a separate civil violation. For violations that can be remedied within one day, each day after receipt of notice of violation constitutes a separate civil violation. A civil violation shall subject the applicant, permittee, *owner*, operator of a *short-term rental unit*, and/or tenant, as applicable, to the following civil fines for violations during any consecutive thirty-six (36)-month period:

(a) a civil fine of one hundred dollars ($100.00) for the first

offense;

(b) a civil fine of two hundred and fifty dollars ($250.00) for the second offense; and

(c) a civil fine of five hundred dollars ($500.00) for the third and subsequent offenses.

(3) Civil Citation. If the *land use director* determines that a civil penalty should be assessed, the land use department shall issue a written civil citation.

(a) Delivery. The civil citation shall be posted on the *property* in a conspicuous place; delivered in person; or mailed by certified mail, return receipt requested, to the last-known address of the *applicant*, permittee, *owner*, operator of a *short-term rental unit*, and/or tenant, as applicable.

(b) Form and Contents. The civil citation shall contain the following information:

(i) the address where the violation occurred;

(ii) a description of the specific violation;

(iii) a statement of whether this is the first, second, or third or subsequent offense;

(iv) instructions for submitting payment of the civil fine;

(v) a statement that within fifteen (15) days of issuance of the civil citation the cited person must either pay the civil fine or submit a written request for hearing;

(vi) the name and phone number of the *city* employee from whom the person cited may obtain further information or submit a request for hearing; and

(vii) a copy of this subsection 14-11.4.

(4) Administrative Hearing.

(a) Request for Hearing. A person who is issued a civil citation may request an administrative appeal hearing before a hearing officer, who shall be appointed by the city manager. A request for hearing must be made in writing and must be submitted to the *land use director* within fifteen (15) days of the date that the civil citation was posted, delivered, or mailed.

(b) Deposit Pending Appeal. An amount equal to the civil fine assessed must accompany a request for hearing. The *city* shall hold the payment as a deposit until the hearing officer makes a decision. The hearing officer shall schedule a hearing within thirty (30) days of the request for hearing. If the hearing officer upholds the civil citation, the *city* shall apply the deposit toward the civil citation. If the hearing officer decides in favor of the requestor, the *city* shall return the deposit to the requestor.

(5) Appeal to District Court. If the hearing officer denies an appeal, the appealing party may file an appeal in the first judicial district court under Rule 1-074 NMRA. If the court rules in favor of the appealing party, the *city* shall dismiss the civil citation and return the deposit to the requester.

(6) Revenue. The revenue generated through civil fines shall be retained by the land use department and shall be used exclusively for enforcement of the land use code.

(D) **Revocation of Approvals**

Land use and *development* approvals, [~~such as~~] including but not limited to special use *permits*, *development* plan approvals, variances, design approvals by the HDRB[~~—or BCDDRC and~~], construction *permits*, or short-term rental permits, may be revoked by whichever body or official approved them, upon determining that there exists a substantial,

continuing, or recurring violation of any of the conditions of approval or other provisions of this Code and that revocation is an appropriate remedy given the nature of the violation.

(1) The procedure to revoke an approval shall be similar to the procedure for its issuance.

(a) For an approval that was granted by a *land use board* or the *governing body*, a public hearing shall be required at the same body to consider revocation. The *land use director* shall provide public notice of the revocation hearing by publication of the meeting agenda and/or a public hearing notice and by posting the *property* as required for the approval hearing. The *land use director* shall also provide notice fifteen (15) days prior to the hearing by certified mail with return receipt requested to the permittee and to any *person* who has filed a written complaint concerning the violation.

(b) The *land use director* or other administrative official may revoke an approval that he or she has granted upon written notice delivered to the permittee by hand, by posting a notice on the *property* where the violation occurs, or by certified mail with return receipt requested.

(2) Vacation of recorded subdivision *plats* shall be as provided in Section 3-20-12 NMSA 1978 and Section 23-1.2 SFCC 1987. Revocation of approved amendments to the *general plan* future land use map or the official zoning map shall be as provided for *city*-initiated amendments to those maps.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Chapter 14 Civil Penalties

FIR No. 3255

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Chapter 14 Civil Penalties

Sponsor(s): Mayor Alan Webber, and Councilors Lindell, Romero -Wirth, and Villarreal

Revie wing Department(s): Land Use, City Attorney Office, Finance

Staff Completing FIR: Elias Isaacson Date: 06/01/20 Phone: 505-955-6370

Revie wed by City Attorney: _____ Date: Jun 10, 2020

Revie wed by Finance Director: _____ Date: Jun 15, 2020

Summary:
This Bill amends Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The Bill also clarifies the circumstances under which the Land Use Director ma y revoke permits, including short-term rental permits, and wo uld permit the Land Use Director to order a one-year wa iting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987.

Departments Affected:
Land Use, Tourism, and Finance

Consequences of Not Enacting Legislation:
If this Bill is not adopted, enforcement of the Short -Term Rental Ordinance (Section 14-6.2) will remain difficult to enforce, and issues with unpermitted short-term rental units and other violations of the Short-Term Rental Ordinance are likely to persist at unacceptable levels.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
No conflicts or duplications exist. The amendments contained in the Bill complement existing enforcement provisions in Section 1.3 SFCC 1987 and Section 14-11.4 SFCC 1987. This Bill relates to a companion Bill that a mend s the Short-Term Rental Ordinance set forth in S ubsection 14-6.2(A)(5) SFCC 1987. That Bill retain s the existing maximum of one thousand (1000) short-term r ental permits in the City; prospectively limit s the number o f short-term rental permits to one per natural person; prospectively limits the proximity of short-term r ental units on residentially zoned property; requires a local operator for short-term r ental units; and establishes new record keeping and reporting requirements for short-term rental units.

Performance and Administrative Implications:
The revised Bill will make the City's short-term rental program easier to enforce and administer by creating a clearer framework to enforce violations of Chapter 14.

Fiscal Implications:
The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ 71,250	$ 35,625	$ 17,812	R	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 71,250	$ 35,625	$ 17,812		

Revenue Narrative:

The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance. This projection assumes 250 fines will be issued in the first year, with a 50% reduction in fines each subsequent year until ultimately leveling off at a persistent rate of 40 fines per year. This projection assumes a fine of $285, based on the average of the escalating fine amounts included in the Bill.

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY
Bill No. 2020-__
Nuisance Abatement

SPONSOR(S): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

SUMMARY: The Bill amends, repeals, and creates various Sections of Section 10-9 SFCC 1987, the Nuisance Abatement Ordinance.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: Yes, but unknown at this time

DATE: June 23, 2020

ATTACHMENTS: Policy Brief
Bill
Fiscal Impact Report

Below are the proposed changes to the Nuisance Ordinance, aimed at making the nuisance abatement process more transparent and effective at solving chronic nuisances in Santa Fe.

ORDINANCE AMENDMENTS

ADJUST THE CURRENT DEFINITION OF A NUISANCE

Our nuisance ordinance very broadly defines a nuisance as:

A. Any building or structure which is ruined, damaged or dilapidated to such an extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such an extent that the building, structure or real property threatens harm to the public comfort, health, well-being, peace or safety.

B. Any property or vehicle on or in which any [of the following] illegal activities as established in federal law, New Mexico state statute, or Santa Fe city code occur or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, the property threatens harm to the public comfort, health, peace, well-being or safety.

C. A loud or unruly gathering as defined in this subsection.

D. A nuisance as defined or described in any other section of the city code.

E. Knowingly creating, performing, or maintaining anything affecting any number of citizens without lawful authority that is either:

> *(1) Injurious to public health, safety, [morals] or [welfare] well-being; or*
>
> *(2) Interferes with the exercise and enjoyment of public rights, including the right to use public or private property.*

***Justification**:* This definition gives the City the authority to use discernment in issuing nuisance violations as it sees fit on a case by case basis. It is broad enough to cover anything that may be a nuisance, without being so specific as to limit the application of the ordinance. The current definition can also apply to "blighted" or abandoned properties, designating them nuisance properties and therefore subject to nuisance enforcement.

HOLD THE PROPERTY OWNER RESPONSIBLE

All nuisance warnings, violations, or other communications will be issued to the property owner. All responsibility of nuisance violations and repercussions will fall on the property owner. All communication from the City in regard to nuisance properties will be directed to property owners.

Justification: Targeting property owners ensures that they are made aware of troublesome tenants and that the owner will always be held responsible. We anticipate this will incentivize property owners to properly screen tenants as well as address nuisance issues as they arise.

BROADEN DEFINITION OF "PROPERTY" TO INCLUDE MULTI- UNIT PROPERTIES

A single property will be defined by ownership, not number of units. If a property owner owns multiple units on a single piece of land or in a single complex, it will be considered one property. If multiple owners own units within a condominium or townhouse complex, these are considered separate properties.

Justification: This definition will limit property owners from being able to spread nuisance violations across multiple owned units at the same location.

INSTITUTE A NUISANCE TRIGGERING SYSTEM

Six (6) police calls, land use code violations, or constituent complaints, or any combination thereof, to a property within any six (6) month period will trigger an internal Nuisance Investigation. A letter will be sent to the property owner informing them of the "incidents" and the investigation. If the investigation determines a nuisance exists, the warning and abatement process will be initiated.

The city shall not include calls for law enforcement, fire, or other first responders in the investigation if the caller had reasonable belief that an individual was in need of intervention or emergency assistance.

The City may initiate an internal investigation of a possible nuisance property that meets some but not all of the aforementioned requirements to trigger an internal investigation. For example, if a property only has 3 calls in 6 months, but they are for severe nuisances or illegal activities, it could still be deemed a nuisance by internal investigation.

Justification: This process will alert the City to possible nuisance properties before they become chronic nuisances, as well as allow the City to investigate severe, if infrequent, violators.

INSTITUTE AN INTERNAL REVIEW PROCESS

Constituent and Council Services will monitor and review all nuisance cases prior to a warning and abatement being issued. The investigation will consider number of police calls, severity of infractions, number and character of constituent calls, police statements, neighborhood testimony, past abatement plans, and any other information available to make a determination of nuisance.

Justification*:* This process allows the City to exercise discretion to determine if a nuisance exists. This will protect property owners from "nosey neighbors" who may frequently call the City to complain about minor issues, as well as allow the City flexibility to issue violations to severe, if infrequent, violators.

INSTITUTE AN ABATEMENT PLAN PROCEDURE

If a property is deemed a nuisance by the internal investigation, the City will issue a written nuisance violation and mandate the property owner submit an abatement plan. The abatement plan, to be submitted by the property owner to the City no later than 15 days after issuance, must include concrete steps and a timeline to abate the nuisance. The City will review and approve the abatement plan. If the

property owner needs assistance to compile their nuisance plan, the City will provide a recommended abatement plan to the homeowner.

The abatement plan cannot consist solely of eviction of victims or innocent tenants.

Once a property has been determined to be in compliance, the property will enter into a monitoring period of three (3) months. Once this monitoring period is complete, a letter will be sent to the property owner notifying them of their compliance and removal from probation.

Justification: Abatement plans allow the property owner a chance to abate the nuisance before being fined or brought to court. It gives the City multiple opportunities to engage with the property owner, and to collaborate on a plan to alleviate the problem.

ADD SECTION ON TENENTS' RIGHTS

Add section on protection of tenants:

Neither a property owner nor the city shall:

A. Prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that the tenant or any other individual is in need of intervention or emergency assistance; or

B. Impose monetary or other penalties on a tenant who summons police or emergency assistance if the assistance was requested or dispatched based on a reasonable belief that the tenant or other individual was in need of intervention or emergency assistance.

Justification: This provision protects tenants and ensures their right to call for help when needed.

DEFINE NON- COMPLIANCE REPERCUSSIONS AND ENFORCEMENT PROCESS

If a property owner fails to provide an approved abatement plan within 15 days, or they do not comply with the abatement plan within 30 days of approval, they will be considered non-compliant. At this time, the City can choose to step in and abate the nuisance, at the expense of the property owner. An additional fine of $100 per day for each day of non-compliance can be charged to the property owner at the discretion of the City.

If the owner continues non-compliance, including non-payment, for a period of 90 days, the City can take the property owner to District Court and recommend to the courts to place a lien on the property, to force the sale of the property, or to seize the property. After 90 days of non-compliance and the City decides to pursue the case in court, the $100 per day fine will no longer accumulate. The maximum fine will be $9000.

The City can also pursue the issue in District Court if the property has three (3) separate nuisance violations in any two (2) year period, regardless of abatement.

Justification: These changes will strengthen enforcement by instituting civil fines and by outlining a clear enforcement process to prosecute non-compliance. Additionally, the new nuisance process and case management process will provide the City much more evidence of non-compliance if the case is brought before the court. The City will have a much stronger defense after attempting to work with the property owner over the course of several months to abate the nuisance.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

AN ORDINANCE

RELATING TO THE NUISANCE ABATEMENT ORDINANCE, SECTION 10-9 SFCC 1987; AMENDING SECTION 10-9.2 TO ALIGN THE INTENT WITH THE PURPOSE OF THE BILL; AMENDING SECTION10-9.3 TO AMEND AND ADD DEFINITIONS; AMENDING SECTION 10-9.4 TO MAKE THE PROPERTY OWNER RESPONSIBLE; REPEALING AND READOPTING A NEW SECTION 10-9.5 TO ESTABLISH A PROCESS FOR A NUISANCE INVESTIGATION AND ABATEMENT PROCESS; REPEALING AND READOPTING A NEW SECTION 10-9.6 TO ESTABLISH TENANTS' RIGHTS; AMENDING SECTION 10-9.7 TO ESTABLISH ENFORCEMENT PROVISIONS TO HOLD THE PROPERTY OWNER ACCOUNTABLE; AMENDING SECTION 10-9.8 REGARDING RESERVATION OF LEGAL OPTIONS; AMENDING SECTION 10-9.9 REGARDING APPEALS; AMENDING SECTION 10-9.10 TO REMOVE EXTRANEOUS LANGUAGE; REPEALING SECTION 10-9.11 REGARDING SUPPLEMENTARY REMEDIES FOR PUBLIC NUISANCES; AND AMENDING

underscored material = new [~~bracketed material~~] = delete

SECTION 10-9.13 REGARDING THE RIGHT OF ENTRY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 10-9.2 of SFCC 1987 (being Ord. No. 2005-1 § 9, as amended) is amended to read:

10-9.2 Intent.

A. The abatement of public nuisances for the protection of public health, safety, and [~~welfare~~] well-being is a matter of local concern. The purpose of this section is to abate public nuisances. [~~The remedies provided in this section are directed at the property involved without regard to ownership, title or right of possession and the culpability or innocence of those who hold these rights.~~] The remedial actions provided in this section are intended to be civil in nature.

B. The purpose of this section is to [~~reduce the costs of providing police, fire, and other emergency response services~~] prevent the use of property as a public nuisance and to minimize the impact of nuisance properties on surrounding neighborhoods by imposing a civil fee against [~~person responsible~~] the property owner for conducting, aiding, allowing, permitting, or condoning a public nuisance at a [~~residence or other private~~] property [~~for the recovery of costs associated with providing law enforcement, fire, and other emergency response services to public nuisances~~]. If the city deems the property owner to be non-compliant with the required abatement plan, the city may issue fines and may request that a district court place a lien on the property pursuant to Section 10-9.7 SFCC 1987.

Section 2. Section 10-9.3 of SFCC 1987 (being Ord. No. 2005-1 § 10, as amended) is amended to read:

10-9.3 Definitions.

For the purposes of this section the following definitions shall apply unless the context

clearly indicates or requires a different meaning.

Abate means to repair, replace, remove, destroy, bring to a halt, eliminate, or, where that is not possible or feasible, to suppress, reduce, or minimize.

Abatement plan means a document including the name and address of the property owner and, if applicable, the person(s) in charge of the property; the street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring; a description of or reference to the relevant nuisance activities; an outline of the steps required to rectify the public nuisance(s), including a timeline for completion; and an agreement by the property owner that the city may (1) inspect the property as necessary to determine compliance with the abatement plan; (2) if the property owner fails to comply with the abatement plan by the deadline outlined within the abatement plan, abate the nuisance and recover costs, expenses, and monetary penalties pursuant to 10-9.7 SFCC 1987.

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent (.5%) or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Building means a structure, as defined herein, which is enclosed with walls and a roof so that there are no sides left open.

Contraband means any personal property which is illegal to own.

Juvenile means any person under eighteen (18) years of age.

Loud or unruly gathering means a party or gathering of two (2) or more persons at or on a [~~residence or other private~~] property, who are causing noise that disturbs the peace or

obstructs public streets, including crowds of people who have spilled into public streets.

Incident means:

A. A response to the relevant property from law enforcement, fire, or other emergency response provider;

B. Land use code citation; or

C. Constituent complaint.

Person means natural persons and every legal entity whatsoever, including but not limited to sole proprietors, corporations, limited liability companies, partnerships, limited partnerships, and associations.

Personal property means all property of every kind and nature whatsoever, including cash, vehicles, animals, intangible property, and contraband, but not including real property of any kind.

Property means property of all kinds, including real property and personal property, [~~as defined herein~~] including a home, yard, apartment, condominium, hotel, motel, vacant lots, abandoned buildings, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, and whether owned, leased, rented, or used with or without compensation.

Property owner means a person who holds fee simple title to any property, or a person acting lawfully on behalf of the person who holds title.

Public nuisance or nuisance means:

A. Any building or structure which is ruined, damaged or dilapidated to such an extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such an extent that the building, structure or real property threatens harm to the public comfort, health, well-being, peace or safety; or

B. Any property or vehicle on or in which any [~~of the following~~] illegal activities

as established in federal law, New Mexico state statute, or Santa Fe city code occur or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, the property threatens harm to the public comfort, health, peace, well-being or safety. [~~For purposes of this section, the illegal activity shall have the same definition as that contained in the section of the New Mexico Statutes Annotated (NMSA), as amended, or Chapters XII or XX SFCC 1987, as amended, listed after the illegal activity:~~

~~(1) Prostitution, Section 30-9-2 NMSA; patronizing prostitutes, Section 30-9-3 NMSA, promoting prostitution, Section 30-9-4 NMSA; or accepting earnings of a prostitute, Section 30-9-4.1 NMSA;~~

~~(2) Sexual exploitation of children by prostitution, Section 30-6A-4 NMSA;~~

~~(3) Sexual exploitation of children, Section 30-6A-3 NMSA;~~

~~(4) Trafficking in controlled substances, Section 30-31-20 NMSA; distributing controlled substances to a minor, Section 30-31-21 NMSA; distribution of a controlled substance, Section 30-31-22 NMSA; possession of a controlled substance, Section 30-31-23 NMSA; distributing a counterfeit controlled substance, Section 30-31-22B NMSA; distributing, manufacture, or possession of an imitation controlled substance, Section 30-31A-4 NMSA; sale of an imitation controlled substance to a minor, Section 30-31A-5 NMSA;~~

~~(5) Unlawful possession, delivery, manufacture or delivery to a minor of drug paraphernalia, Section 30-31-25.1 NMSA;~~

~~(6) Commercial gambling, Section 30-19-3 NMSA; permitting premises to be used for gambling, Section 30-19-4 NMSA; dealing in gambling devices, Section 30-19-5 NMSA;~~

~~(7) Unlawful carrying of a deadly weapon, Section 30-7-2 NMSA~~

~~and Section 20-19 SFCC 1987; unlawful possession of a handgun, Section 30-7-2.2 NMSA; negligent use of a weapon, Section 30-7-4 NMSA; unlawful possession of a switchblade, Section 30-7-8 NMSA; receipt, transportation or possession by a felon of a firearm or destructive device;~~

~~(8) Dangerous use of explosives, Section 30-7-5 NMSA; negligent use of explosives, Section 30-7-6 NMSA; unlawful sale, possession or transportation of explosives, Section 30-7-7 NMSA; possession of explosives, Section 30-7-19 NMSA; possession of explosive device or incendiary device, Section 30-7-19.1 NMSA;~~

~~(9) Shooting at a dwelling or occupied building or shooting at or from a motor vehicle, Section 30-3-8 NMSA;~~

~~(10) Selling, serving, giving away, disposing of, exchanging, delivering, procuring, possessing or permitting the sale of alcoholic beverages to, for or by any person under lawful age or to an intoxicated person, Sections 60-7A-16 and 60-7B-1 NMSA; using property to provide, offer or permit the consumption of intoxicating liquors by persons under the age of twenty-one (21) without a parent's or guardian's knowledge or consent or the order of a practicing physician, or as part of a religious ceremony, or failing to use reasonable control and ordinary care to keep persons under the age of twenty-one (21) from consuming intoxicating liquors on one's property.~~

~~(11) The sale of alcoholic beverages at any place other than a valid (not suspended or revoked) licensed premises, Section 60-7A-4.1 NMSA; or the unlawful manufacture of alcoholic beverages, Section 60-7A-7 NMSA; or~~

~~(12) Dog fighting, Section 30-18-9 NMSA; or~~]

C. A loud or unruly gathering as defined in this subsection.

D. A nuisance as defined or described in any other section of the city code.

E. Knowingly creating, performing, or maintaining anything affecting any

number of citizens without lawful authority that is either:

(1) Injurious to public health, safety, [~~morals~~] or [~~welfare~~] well-being; or

(2) Interferes with the exercise and enjoyment of public rights, including the right to use public or private property.

Real property means land and all improvements, buildings, and structures, and all estates rights and interests, legal and equitable, in the same, including, but not limited to, all forms of ownership and title, future interests, condominium rights, time-share rights, easements, water rights, mineral rights, oil and gas rights, space rights, and air rights.

[~~*Residence or other private property* means a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function, and whether owned, leased, rented, or used with or without compensation.~~

~~*Response costs* means the costs associated with responses by law enforcement, fire and other emergency response providers to loud or unruly gatherings including, but not limited to:~~

~~A. Salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at, or otherwise dealing with loud or unruly gatherings, and the administrative costs attributable to such response(s);~~

~~B. The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured responding to, remaining at or leaving the scene of a loud or unruly gathering;~~

~~C. The cost of repairing any city equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of a loud or unruly gathering.~~

~~*Responsible person* means a person or persons with a right of possession in the residence or other private property on which a public nuisance is located, including, without~~

~~limitation:~~

~~A. An owner of the residence or other private property; or~~

~~B. A tenant or lessee of the residence or other private property;~~

~~C. The landlord of another person responsible for the gathering;~~

~~D. The person(s) in charge of the residence or other private property; and~~

~~E. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering~~].

Structure means anything constructed, erected, or placed upon real property which is so firmly attached to the land as to be reasonably considered part of the real estate, and includes building of every type and nature whatsoever.

Underage person means any person under twenty-one (21) years of age.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including any frame, chassis, or body of any vehicle or motor vehicle, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks.

Section 3. Section 10-9.4 of SFCC 1987 (being Ord. No. 2011-2 § 4) is amended to read:

10-9.4 Responsibility.

A. Every property [~~, occupant, lessee or holder~~] owner of any possessory interest of a [~~residence or other private~~] property within the city of Santa Fe is required to maintain, manage, and supervise the property and all persons thereon in a manner so as not to violate the provisions of this section. The [~~owner of the~~] property owner remains liable for such violations regardless of any contract or agreement with any third party regarding the property.

B. The [~~responsible person~~] property owner shall not conduct, aid, allow, permit, or condone a public nuisance at the owner's [~~residence or other private~~] property.

C. If [~~a responsible person for the nuisance~~] the property owner of the property on which a nuisance occurs is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the [~~response~~] abatement costs or fines incurred pursuant to this section.

D. [~~To incur liability for response costs imposed by this section, t~~] A [~~responsible person~~] property owner need not be present when a nuisance occurs in order for an investigation, submittal of an abatement plan, fines, or a lien against the property to result [~~the response giving rise to the imposition of response costs~~]. This section therefore imposes vicarious as well as direct liability upon a [~~responsible person~~] property owner.

Section 4. Section 10-9.5 of SFCC 1987 (being Ord. No. 2011-2 § 5) is hereby repealed.

Section 5. [NEW MATERIAL] A new Section 10-9.5 of SFCC 1987 is ordained to read:

10-9.5 Nuisance investigation and abatement plan.

A. Internal nuisance investigation.

1. The city shall initiate an internal nuisance investigation when a property accumulates six (6) incidents within a six (6) month period. Such investigation shall consider the number and severity of the incidents; law enforcement, fire, or first responder statements; neighborhood testimony; past abatement plans; the relative impact of the incidents on the public; and any other available information with which to make a determination of a nuisance. The city shall not include calls for law enforcement, fire, or other first responders in an investigation, if the caller was seeking emergency assistance for the safety of themselves or others.

2. When it has initiated an internal nuisance investigation, the city shall send the property owner a letter describing the relevant incidents and alerting the owner

that the City has initiated an investigation.

3. If, in consultation with the city attorney's office, the assigned City representative determines a nuisance exists pursuant to the internal nuisance investigation, the City shall issue a notice of violation and initiate the abatement process.

4. The City may start an internal nuisance investigation before six (6) incident occur, if the incidents are egregious.

B. Abatement process.

1. In its notice of violation, the city shall require the property owner to submit an abatement plan.

2. The property owner shall submit the abatement plan to the city within fifteen (15) days after receipt of the notice of violation. If the deadline for submission falls on a Saturday, Sunday, or federal or city holiday, the deadline shall be extended to the next regular business day.

3. Corrective action in the abatement plan may include any of the following:

a. More effective screening of tenants, lease provisions, and lease enforcement;

b. Implementing physical improvements;

c. Providing security for the property;

d. Evicting persons responsible for the nuisance activity; an abatement plan shall not solely consist of eviction;

e. Pursuing other remedies available to the owner pursuant to any lease or other agreement and approved by the city.

4. After review, the city shall approve or deny the abatement plan submitted by the property owner. If the city determines the abatement plan is inadequate to abate

the nuisance(s), it shall be denied. If the city denies the abatement plan, the property owner shall have five (5) additional days to submit an updated abatement plan. If the property owner fails to provide an abatement plan, or if the city denies the abatement plan a second time, the property is noncompliant and the property owner shall be subject to the enforcement provisions of Section 10-9.7 SFCC 1987.

5. If the city approves the abatement plan, it will monitor the property for compliance pursuant to the timeframe included in the abatement plan. If the property is in compliance, the City will continue to monitor the property for a period of three (3) months. If the property does not receive another notice of violation during the probation period, the property will be considered compliant. The city shall send the property owner a certified letter verifying compliance and removal from probation.

6. If the property owner fails to provide an approved abatement plan within fifteen (15) days, or does not comply with the abatement plan within thirty (30) days of approval, or as otherwise provided for in the abatement plan, then the city will consider the property owner non-compliant.

Section 6. Section 10-9.6 of SFCC 1987 (being Ord. No. 2011-2 § 6) is hereby repealed:

Section 7. [NEW MATERIAL] A new Section 10-9.6 of SFCC 1987 is ordained to read:

10-9.6 Tenants' rights.

Neither a property owner nor the city shall:

A. Prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that the tenant or any other individual is in need of intervention or emergency assistance; or

B. Impose monetary or other penalties on a tenant who summons police or

emergency assistance if the assistance was requested or dispatched based on a reasonable belief that the tenant or other individual was in need of intervention or emergency assistance.

Section 8. Section 10-9.7 of SFCC 1987 (being Ord. No. 2011-2 § 6) is amended to read:

10-9.7 [~~Billing and collection~~] Enforcement Provisions.

A. The [~~response costs~~] expenses and monetary penalties assessed after a property is deemed a nuisance shall be a debt owed to the city of Santa Fe by the [~~responsible person~~] property owner held liable in subsection 10-9.4 SFCC 1987 for the nuisance and, if the property owner is a juvenile, the debt shall be owned by the juvenile's parents or guardians. [~~Notice of the costs for which the responsible person is liable shall be mailed via certified mail within fourteen (14) days of the response giving rise to such costs. The notice shall contain the following information:~~

~~(1) The name of the person(s) being held liable for the payment of such costs;~~

~~(2) The address of the residence or other private property where the nuisance occurred;~~

~~(3) The date and time of the response;~~

~~(4) The law enforcement, fire or emergency service provider who responded;~~

~~(5) The date and time of any previous warning given pursuant to subsection 10-9.5 SFCC 1987 and previous responses to nuisances at the residence or other private property in question within the previous twelve (12) months; and~~

~~(6) The recovery cost assessed as set forth in the cost recovery schedule.~~]

B. [~~The responsible person~~ ~~shall remit payment of the noticed response cost to the city of Santa Fe within sixty (60) days of the date of the notice.~~] If the city determines that an

owner is non-compliant, and the nuisance presents an imminent risk to the health and safety of the public, the city may abate the nuisance, at the expense of the property owner. Additionally, the city may charge the property owner a fine of one hundred dollars ($100.00) per day for each day of non-compliance.

C. [~~The city may place a lien upon property where the nuisance occurred for any costs not paid within three (3) months of notice in paragraph A. above.~~] The city shall send via certified mail notification of the costs and/or fines for which the owner is liable within fourteen (14) days of the determination of non-compliance giving rise to such costs. The notice shall contain the following information:

(1) The name of the person(s) being held liable for the payment of such costs and/or fines;

(2) The address of the residence or other property where the nuisance occurred;

(3) The date and time of nuisance notices, as well as reports, evidence, and timeline of non-compliance; and

(4) Notice of the opportunity to appeal the determination within fifteen (15) days, pursuant to Section 10-9.9.

D. If the property owner fails to comply with the City's notice and fines, including non-payment of abatement costs or fines, within ninety (90) days, the city may file an action against the property owner in district court, recommending any appropriate action including, but not limited to, placing a lien on the property, forcing the sale of the property, allowing entry onto the property to abate the nuisance, or seizing the property. After ninety (90) days of non-compliance the one hundred ($100.00) per day fine shall no longer accumulate. The maximum amount of the cumulative fines shall be nine thousand dollars ($9,000.00).

[~~C. The city may place a lien upon property where the nuisance occurred for any~~

~~costs not paid within three (3) months of notice in paragraph A. above.~~] The city may also file in district court if an internal investigation concludes that three incidents have occurred after a notice of violation, in any two (2) year period, regardless of the property owner's abatements.

Section 9. Section 10-9.8 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.8 Reservation of legal options.

Nothing in this section shall be construed as a waiver by the city of any right to seek reimbursement for [~~response services~~] abatement costs or unpaid fines through other legal remedies or procedures. The procedures provided for in this section are in addition to any other statute, ordinance or law, civil or criminal. [~~This section in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this section.~~]

Section 10. Section 10-9.9 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.9 Appeals.

Administrative Hearing.

A. Request for Hearing. A person who is issued a notice of violation may request an administrative appeal hearing before a hearing officer, who shall be appointed by the city manager. A request for hearing must be made in writing and must be submitted to the address included in the notice, within fifteen (15) days of the date of receipt of the notice of violation.

B. Deposit Pending Appeal. An amount equal to any fines assessed at the time of notice of violation must accompany a request for hearing. The city shall hold the payment as a deposit until the hearing officer makes a decision. If the hearing officer upholds the notice of violation, the city shall apply the deposit towards the fines

and/or abatement. If the hearing officer decides in favor of the requestor, the city shall return the deposit to the requestor.

C. Appeal to District Court. [~~Any~~] If the hearing officer denies an appeal, the person upon whom the city [~~imposes response costs pursuant to subsection 10-9.4 SFCC 1987~~] imposed abatement costs or fines shall have the right to petition district court for a writ of certiorari pursuant to Rule 1-075 NMRA.

Section 11. Section 10-9.10 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.10 Procedures in general.

A. The remedies provided in this section are cumulative and supplementary to each other to the criminal remedies provided by any criminal ordinance or statute, other civil remedies, and any administrative proceedings to revoke, suspend, fine, or take other action against any license. The city may pursue the remedies provided in this section, or other ordinances or statutes, other civil actions or remedies, administrative proceedings against a license, or any one (1) or more of the available remedies, and may do so simultaneously or in succession.

B. All actions under this section are civil and remedial in nature.

C. The city attorney for the city of Santa Fe may file a civil action to abate any nuisance in the District Court for the First Judicial District. [~~Investigation and assistance to the city attorney shall be by persons designated by the city manager. A private citizen, in the name of the city may also bring an action under this section.~~]

D. Actions under this section may affect the use, possession, enjoyment, and title to real property. Accordingly, the city may file and record a notice of lis pendens against the real property involved if the use, possession, enjoyment, or title may be affected.

E. The defendants to an action under this section and the persons liable for the

remedies in this section may include the property itself and any persons owning or claiming any legal or equitable interest or right of possession in the property.

F. In addition to remedies necessary to abate the nuisance, the city shall be entitled to costs and reasonable attorney's fees.

Section 12. Section 10-9.11 of SFCC 1987 (being Ord. No. 2011-2 § 8) is hereby repealed:

Section 13. Section 10-9.13 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.13 Right of entry of inspection officer for examination of premises.

The inspection officer may enter, at all reasonable times, if the inspection officer has the occupant's [~~or custodian's~~] consent, any [~~house or premises~~] property within the city to ascertain the existence of any nuisance. If the occupant's or [~~custodian's~~] consent is [~~refused~~] not given or is otherwise unobtainable, an inspection order may be sought or an emergency inspectorial search conducted pursuant to the procedures set forth in Sections 24-1-16 through 24-1-19 NMSA 1978 of the Public Health Act. The inspection officer may investigate the conditions found and make reports, provided that such entering and investigation are for the sole purpose of ascertaining the conditions entrusted to the officer's supervision and provided further that the officer's reports are limited to matters pertaining to the officer's duties.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Nuisance Abatement

FIR No. 3259

FISCAL IMPACT REPORT

General Information:
(Check) Bill: X Resolution: _____

Short Title(s): Nuisance Abatement

Sponsor(s): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

Revie wing Department(s): Council and Constituent Services, City Attorney's Office

Staff Completing FIR: Jennifer Faubion Date: 6/18/2020 Phone: 505-955-6033

Revie wed by City Attorney: _____ Date: Jun 30, 2020

Revie wed by Finance Director: Mary McCoy Date: Jun 30, 2020

Summary:
The Bill amends Section 10 -9 SFCC 1987, the Nuisance Abatement Ordinance. In order to address nuisance properties, the Bill establishes a process that includes an investigation and abatement process. The process puts the onus to abate the nuisance on the property owner by requiring a nuisance abatement plan. Other changes establish tenants' rights and provide consistency for the nuisance abatement process.

Departments Affected:
Primary: Council and Constituent Services, Land Use Dep artment, Attorney's Office
Secondary: Police, Fire, and City Manager

Consequences of Not Enacting Legislation:
Nuisance abatement will continue to be cumbersome, time -consuming, and render the City limited in its ability to protect neighborho ods from chronic nuisances. Nuisances will continue to be difficult to abate, leaving neighborhoods without government assistance to protect them for mo nths or sometimes years. Without this legislation, the City has very little power to abate nuisances wit hout taking the matter to district court. Nuisance abatement will continue to be a reactive solution instead of a proactive one.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
As the definition of a nuisance could include violations of other laws, the nuisance ordinance is in companionship with many other parts of the City Code, mo st commonly, the Noise Ordinance, the Land Use code, and the criminal code.

Performance and Administrative Implications:
The Bill assigns the responsibility of mo nitoring nuisance properties to the Council and Constituent Services Department. This legislation allows the City to wo rk with property owners to abate nuisances, issue civil penalties for non-abatement, and take corrective action against property owners before going to court. This legislation and nuisance abatement program is not intended to require additional staff, but will help streamline the abatement process to be more proactive and effective. Under the new program, Code Enforcement, Police, and Constituent data (calls) will be mo nitored by Constituent Services in order to proactively address nuisances. The City wi ll play a mo re active role with property owners to abate nuisances.

Fiscal Implications:
This legislation wi ll reduce the City staff work hours spent on nuisance properties by enabling the City to mo nitor and address nuisances before they become mo re difficult problems and without going to court. We will also collect civil penalties which will directly contribute to the General Fund. We anticipate those revenues to be small.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

This legislation will require no additional expenditures, aside from hearing officers at a current rate of approximately $150/hour, as its implementation is already included in staff job descriptions and responsibilities. It is unknown how often a hearing officer will be utilized as a result of adoption of this Bill. This legislation will free up staff time to devote to other responsibilities but will not have direct fiscal impact.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Some revenue will be generated by the fines charged to non-compliant property owners.

Nuisance Abatement

Final Audit Report 2020-06-30

Created:	2020-06-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFJEWRbHS2Lq00dsKQjxCQ8vfL0Ywmy0

"Nuisance Abatement" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
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Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), jrfaubion@santafenm.gov, mnprinz@santafenm.gov, and 2 more
2020-06-30 - 2:59:40 PM GMT

DATE:	**June 30, 2020**
TO:	**EDAC, Finance Committee and City Council**
VIA:	**Rich Brown, Director, Office of Economic Development** RB
FROM:	**Fabian Trujillo, Manager, Office for Business Growth**
RE:	**La Puerta Originals, Inc. – PPLA - Munis Contract #3201973**

Background:

La Puerta Originals, Inc. is a local family owned artisan hand crafted manufacturer in Santa Fe. They manufacture custom made doors, cabinets, gates, furniture and other wood products out of antique reclaimed wood from around the world. La Puerta is an economic base employer where over 80% of their sales are from outside of New Mexico. They are a cornerstone of the artisan manufacturing and design industry sectors in Santa Fe. La Puerta has operated in Santa Fe for over 25 years and employ master wood craftspeople for their artisanal wood products. La Puerta's process of using reclaimed wood for their hand crafted products is part of the Santa Fe Style and experience.

In 2020 La Puerta projected its revenues would be $2 million and $2.3 million for 2021. , Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced La Puerta to lay off employees to prevent closure. Currently, they employ approximately 13 people with a quarterly payroll of $130,000 people. Their employees are highly skilled wood craftspeople who live in Santa Fe.

Item and Issue:

La Puerta requests $37,578 from the State of New Mexico for a zero interest loan. The monies will be utilized for lease payments for two years. The city will be the fiscal agent for the project. As fiscal agent, the City administers the disbursement of the monies, and monitors the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, La Puerta will maintain a minimum employee base of thirteen people and a minimum quarterly payroll of $130,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If La Puerta's payroll falls to 80% of the monthly-required payroll, then the loan will escalate to 6%. If the payrolls falls to 70% of the monthly-required payroll, then the loan will become due. The monies will be secured by a second lien on fixed assets of the company.

Over the next ten years, La Puerta total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $3,299,241 in net benefits. Of the net benefits, La Puerta is estimated to generate $110,000 of this fiscal impact to the City of Santa Fe.

Action:

This zero interest loan will stymie the impacts of the Covid 19 pandemic in the artisan hand crafted manufacturing sector and lead to recovery for an anchor business in this industry sector. Second, the project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-skilled career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $37,578 in loan monies from the State of NM LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $37,578 to the City of Santa Fe's LEDA fund for the loan. The Munis Contract Number is 3201973 for this project.

CITY OF SANTA FE, NEW M2EXICO

BILL NO. 2020

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, SECTION 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT BETWEEN THE CITY OF SANTA FE AND LA PUERTA ORIGINALS, LLC. FOR AN ECONOMIC DEVELOPMENT LOAN FOR LEASE PAYMENTS TO PROVIDE ASSISTANCE FOR THE NEGATIVE FINANCIAL IMPACTS OF COVID-19.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "COVID-19 La Puerta Economic Development Loan Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 et seq. explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

B. The City of Santa Fe has complied with the requirements of the Local Economic

Development Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. La Puerta Originals, LLC., ("Qualifying Entity") is a manufacturer of hand crafted doors and cabinets in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico, which meets the definition of Qualifying Entity under the Economic Development Ordinance (§ 11-14.4 (A) SFCC (1987)); and (NMSA 1978, § 5-10-3 (K)).

D. The State of New Mexico has appropriated Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) from the New Mexico LEDA Fund to loan as lease payments for the facility during a two (2) year period to assist La Puerta Originals, LLC with the negative financial impacts of COVID-19. The facility is located at 4523 State Highway 14 Santa Fe, New Mexico. La Puerta has operated in Santa Fe for over Twenty (20) years. This project identified as the "Project" is a Manufacturing Headquarters, which will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The facility manufactures doors, cabinets, and other items from antique woods from all over the world and is considered a "manufacturer".

G. Since January 31, 2020, the COVID-19 pandemic has forced La Puerta to lay off employees at their current manufacturing operation.

H. The project participation loan agreement will be approved to loan La Puerta Originals, LLC, Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) for two (2) years. The LEDA loan will assist La Puerta in paying its lease and allow La Puerta to maintain a staff of Thirteen (13) people with a minimum quarterly payroll of One Hundred and Thirty Thousand Dollars and No Cents ($130,000).

Section 3. Findings. The governing body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Loan Agreement for the purposes of effectuating the city's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) La Puerta Originals, LLC. is a qualifying entity;

(2) The contributions provided by the City as a fiscal agent of the State and of the Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The go verning body hereby approves the 2020 PPLA (attached as Exhibit A) whereby the City will continue to be the Fiscal Agent for the State Legislative appropriation of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) in State Funds. The City will loan the State's Legislative appropriation of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) to the Qualifying Entity and the funds will be used for lease payments, so the Qualifying

Entity will retain the Thirteen (13) current jobs, maintain the current quarterly payroll of One Hundred and Thirty Thousand Dollars and No Cents ($130,000), and expand tax the base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2020/Bills/La Puerta LEDA PPLA

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION LOAN AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT (the "Agreement") is entered into as of the _____ of _____ 2020, by and between the City of Santa Fe (the "City"), a political subdivision of the State of New Mexico (the "State"), and La Puerta Originals LLC. (the "Qualifying Entit y" or "Q/E").

WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et seq., is to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, LEDA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, La Puerta Originals, LLC. is a "qualifying entity" under LEDA and the Economic Development Ordinance in that it is a manufacturer of hand crafted doors and cabinets in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-14.4 (A) SFCC (1987));." (NMSA 1978, § 5-10-3 (K);

WHEREAS, the City will receive an appropriation of loan funds (the "Appropriation") allocated from the State to disburse as the loan funds to the benefit of the "Qualifying Entit y";

WHEREAS, the City will act as fiscal agent for the State's appropriation administering the Project (the State's "contribution") and will use the loan funds appropriated by the State, pursuant to §5-10-3 of LEDA, to convey the funds to the Qualifying Entit y, for a two- ye ar long lease abatement.

WHEREAS, all requirements under the City's Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) for the City to act as fiscal agent for the loan monies ("Lo an Monies") loan by the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Loan Monies for lease payments necessary to

operate the business, which are needed due to the COVID 19 pandemic, for the Q/E to afford its facility (the "Project") located at 4523 State Highway 14, Santa Fe, New Mexico, 87508;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan b y combating the impacts of COVID 19 on its economic base;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths; pursue overall affordability where local wages can support living in Santa Fe (reduce leakage); and bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the State, City, and Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) the securit y being offered for the State's investment; (5) the procedures by which the project may be terminated and the State's investment recovered; (6) the time period for which the City shall retain an interest in the Project; (7) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (8) that the Qualifying Entity is a qualifying entity

1. CONTRIBUTIONS OF THE CITY, STATE, AND THE Q/E

A. Contributions of the State. The State of New Mexico Economic Development Department agreed to loan to the Q/E the sum of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) for a period not to exceed two (2) ye ars from the date hereof to be used for a two (2) year lease abatement. Said loan shall be without interest, provided the terms of Section C are met by the Q/E, and the loan will be repaid in whole at the end of this two (2) year agreement.

B. Contributions of the City. This Agreement governs the City's contribution to the Project. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment "B"**, the terms of which are incorporated into this Agreement. The City shall reimburse the Q/E in the amount of up to Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) in State monies for lease payments. The State monies will be available for reimbursement as identified in **Attachment "A".**

(1) Disbursement of Monies: Dispersal of the NM LEDA Funds b y the State and the City's economic development funds are contingent upon the following:

(a) The Cit y and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to loan up to $37,578.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, proof t hat lease is current and supporting documentation necessary for quarterl y reimbursement. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA which include lease payments; and

(c) Disbursement(s) of the monies shall occur starting with the execution of all documentation, securitization is provided and approved and money is transferred to the city. Reimbursements will continue quarterl y until all funds are disbursed.

(2) It is expressl y understood that any costs eligible for reimbursement are retroactive to April 1, 2020, to assist with the negative financial impacts of COVID 19 on Q/E.

C. Contributions of the Q/E. The Q/E agrees for its contribution to this economic development project to maintain 13 positions and a minimum of $130,000 in quarterl y payroll.

(1). If payroll falls below 90% of the payroll in Paragraph 1.C above, the loan interest *will escalate to 3% interest from the date of execution.*

(2). If payroll falls below 80% of the payroll in Paragraph 1.C above, interest on the loan will be 6% from the date of execution.

(3). If payroll falls below 70% of the payroll in Paragraph 1.C above, the loan will become immediately due and payable.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES

A. Economic Development Objective. The objective is to create and support an economic development project that fosters, promotes and enhances the local economic development objectives identified in the Economic Development Strategy for Implementation dated May 21, 2008.

B. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The economic goal is to sustain the Q/E during the COVID-19 crisis by providing the Q/E with the liquidity to retain its current employment base without layoffs. The retention of jobs will sustain the economic base and contribute to its long-term economic growth.

(2) The Q/E's contribution as set forth in Paragraph 1.C above and herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the retention of jobs and the payroll identified in Paragraph 2.B. (see **Attachment D** for recommended form) Quarterl y reports shall be in the form of an affidavit signed b y an officer of the Q/E. Quarterly reports shall include a copy of FORM ES-903a, or an equivalent document as required b y the New Mexico Department of Workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterl y report, the Q/E shall include retained jobs, the average minimum annual salary of the retained jobs, and the total monthly payroll, and proof of lease payments for each quarter. The first quarterl y report shall certify that the number of baseline jobs is 13 employees.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The Cit y will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing body or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Certificate of Non- Interest. The Q/E shall certify to the Cit y that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the Cit y or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, has an y interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.B is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterl y report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Loan Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue an y and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment by the Q/E of the Loan Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

C. In the event the Q/E ceases operations and closes its facility before the end of year (2) two of this Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Lo an Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Lo an Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates foreclosure of the loan, at which point costs, expenses (including Cit y staff time) and attorney's fees will accrue to the repayment amount.

B. To initiate the buyout, the Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Loan Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Loan Monies (including any costs, fees and expenses resulting from claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Loan Monies within 60 days after the Cit y receives the repaid monies from the bu yout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

A. This is a loan project only, with the City acting as fiscal agent. The Q/E is obligated to fulfill the Economic Development Goals of this Agreement; however if the Q/E is found by the City to be in Default, then the City may elect to demand financial reimbursement by the Q/E.

B. The Loan Monies should be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C. The acceptable securit y for the faithful performance and payment of all the Q/E's obligations under this agreement, the Q/E shall furnish to the city a second lien of the fixed assets acceptable the City and the State. The fixed assets shall be maintained during the entire term of this agreement and shall be held in place until the loan is repaid in full.

D. Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. **TERM; SUNSET**

This Agreement shall remain in force for two (2) ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the economic development goals under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Loan Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Loan Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Loan Monies in full within 45 days prior to the Q/E's intent to repay in full the Loan Monies.

8. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained b y the Q/E in the performance of the services under this Agreement.

9. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. Any purported assignment of rights is a violation of subsection (B) and is void.

10. **INDEMNIFICATION; LIABILITY**

It is expressl y understood and agreed b y and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance compan y reasonably acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to propert y. Such insurance shall provide that the City is named as an additional insured and that the Cit y shall be notified no less than 30 days in advance of cancellation for an y reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1*et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Q/E. 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.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, payroll records and records of fixed assets as well as records sufficient to full y account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Loan Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five (5) business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made b y the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given b y the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment by the City of its obligations under this Agreement, releases the City, its officers and emplo ye es, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the Cit y unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

Any confidential information provided to or developed by the Q/E in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Q/E without the prior written approval of the Cit y.

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall

govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. **AMENDMENT**

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

20. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

21. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereb y warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or employe es to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal emplo ym ent opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as an y subsequent changes to such article throughout the term of this Agreement.

22. **APPLICABLE LAW**

This Agreement shall be governed b y the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

23. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

24. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

25. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:

City of Santa Fe
Attn: Director of Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:

Attn: Chief Executive Officer
La Puerta Originals, LLC.
4523 State Highway 14
Santa Fe, New Mexico, 87508

26. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____

Alan M. Webber, Mayor

ATTEST:

_____

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

_____

Erin K. McSherry, Cit y Attorney

APPROVED AS TO FINANCE:

_____

Mary McCoy, Finance Director

2122800.510400

Munis Org Number

QUALIFYING ENTITY:

La Puerta Originals, LLC.
Melissa Coleman
CEO and President

By: _____

CRS Number: 0296819001
City of Santa Fe Business License Number: 227761

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by MELISSA COLEMAN, the Chief Executive Officer and President of La Puerta Originals LLC., a foreign profit corporation, on its behalf.

_____

Notary Public

My commission expires:

Attachment A

La Puerta Originals, LLC

LEDA Loan Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
August 31, 2020	$18,789 (State)	Retain employees with a minimum total Headcount of 13 and minimum payroll of $130,000 per quarter.
October 30, 2020	$18,789 (State)	Retain employees with a minimum total of 13 and minimum payroll of $130,000 per month.

ATTACHMENT B

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City o f Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NMEDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978, §§ 5-10-1, et seq., ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts..." Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42 which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No. 2020-__ (" Ordinance") to approve the economic development project ("Project") to assist La P uerta Originals, LLC.,

a New Mexico limited liability corporation ("La Puerta") within the City costs associated with land, building and infrastructure.

WHEREAS, the City has entered into a Local Economic Development Project Loan Participation Agreement ("PPLA") with La Puerta Originals, LLC., and pursuant to the terms of that PPLA, La Puerta Originals, LLC, will maintain a quarterly payroll of $130,000 in exchange for the public contribution pursuant to the terms of that PPLA. A copy of the PP LA and any amendments are attached hereto as **Exhibit B**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Thirty-Seven Thousand Three Hundred Fifty-Eight Dollars and No Cents ($37,578.00) (the "Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed Thirty-Seven Thousand Seven Hundred Fifty-Eight Dollars and No Cents ($ 37,758.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to pursuant to Section 5-10-3(E) of LEDA. The City will quarterly review the Project timeline and progress until the two (2) year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $37,578.00 in Funds has been reimbursed to EDD.

The EDD and the City of Santa Fe agree that failure of La Puerta to make the required repayment will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City of Santa Fe foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

All state funds recaptured from La Puerta by the City shall be returned to EDD within sixty (60) days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the City. The City shall notify the EDD in writing of any default by La Puerta within 30-60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the Funds transferred to it under this Agreement;

3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the Santa Fe City Council accepting the Project for Descartes as a qualifying entity pursuant to LEDA and PPLA entered into by the City of Santa Fe and La Puerta Originals, LLC. Such documentation shall include a fully executed copy of the La Puerta's security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

4. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of Funds described in this Agreement; and

5. Monitor job retention and payroll maintenance required in the PPLA by La Puerta Originals, LLC. and report the number of jobs retained each quarter to EDD for a period of two (2) years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by La Puerta, Originals, LLC. to the City, on file with the New Mexico Department of Workforce Solutions.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereb y assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds;
2. It has the legal authorit y to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. 2020-__ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from La Puerta;
6. It has entered into a PPLA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert an y propert y acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;
8. It will notify the EDD of any Default within sixty (60) days of an event of Default. Further, the City shall provide the opportunity for an y Default to

be cured by La Puerta Originals, LLC., in accordance with the PPLA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Descartes to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Thirty-Seven Thousand Seven Hundred Fifty-Eight Dollars and No Cents ($37,578.00) from the Appropriation to the City for expenditures made to implement the Project;
2. Monitor the progress of the project;
3. The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon

incorporated into this Agreement and made a part hereof by this reference as though set forth in full; and

4. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when La Puerta Originals, LLC. documents to the City's satisfaction that the required Economic and Development Goals and repaid the loan, as defined in the PPLA, have been satisfied, or until the PPLA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for

the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of La Puerta Originals, LLC, which La Puerta Originals, LLC is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that La Puerta Originals, LLC is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by La Puerta Originals, LLC with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed

budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a 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. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

If to the EDD:

Attn: Mark Roper
Division Director
New Mexico Economic
Development Department
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mark.Roper@state.nm.us

If to the City:

Attn: Richard Brown
Director, Office of Economic
Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
rdbrown@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

_____
Erin K. McSherry, Cit y Attorney

APPROVED AS TO FINANCE:

_____
Mary McCoy, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes, Cabinet Secretary

Date: _____

By: _____

Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

Attachment D

La Puerta Originals, LLC.

Sample Affidavit Quarterly Report

Affidavit

Whereas agreed by the Project Participation Agreement (PPA) dated XXX between the City of Santa Fe (City) and La Puerta. (QE), the QE will provide quarterly reports in the form of a signed affidavit indicating how the QE has met the Job Creation Schedule in Attachment A, I, Melissa Coleman, CEO, of Santa Fe, New Mexico make an oath and say that:

1. See attached schedule of new hires in xxx (quarter). The average annual salary for full-time equivalent employee (FTE) new hires is XXX. An FTE is defined as 32 hours per week in Attachment A of the project participation agreement.

2. As of XXX (date) the QE has a cumulative number of new employees of XXX (number of newly hired employees.

3. As of XXX (date) the QE has retained XXX number of employees for a total head count of XXX (employees).

3. Certification of on-Interest: I, Melissa Coleman, certify to the City that no member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in the QE or any contract or subcontract, or the process thereof, for work to be performed in conjunction with the Project that is the subject of this agreement.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDG E AND BELIEF.

_____
Date

_____
Melissa Coleman, CEO and President of La Puerta Originals, LLC.

SUBSCRIBED AND SWORN TO ME

On the _____ day of _____

_____
Notary Public

My commission expires: _____

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF LA PUERTA ORIGINALS, INC. IN SANTA FE, NM

March 27, 2020

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

NEW MEXICO
ECONOMIC DEVELOPMENT

Prepared using Total Impact

IMPACT DataSource

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

La Puerta Originals, Inc., designs and manufactures doors, gates, furniture, cabinets, and other custom designed products using antique and reclaimed wood materials. La Puerta Originals products are sold for both residential and commercial use. The typical client base includes high-end residential homeowners, architects, builders and interior designers, and commercial design firms. Up to 80 percent of La Puerta Originals sales are to customers in locations outside of New Mexico.
The company is located on four and a half acres which includes an 18,500 square foot manufacturing facility in Santa Fe, New Mexico. The company achieved $2.0 million in sales in 2019 and were projecting revenues to grow to $2.3 million in sales in 2021. We currently lease our building and property to manufacture our products and store our antique material and reclaimed wood on the property.
For more information about our company, please visit www.lapuertaoriginals.com

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the Santa Fe. The existing operations currently support 13.0 direct jobs in the community and 9.7 indirect and induced jobs. The direct workers earn $59,000 per year and the company supports $1.7 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $1.3 million annually. The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Economic Output:			
Direct	$23,683,485	$0	$23,683,485
Indirect & Induced	$13,584,847	$0	$13,584,847
Total	$37,268,332	$0	$37,268,332
Jobs			
Direct	13.0	0.0	13.0
Indirect & Induced	9.7	0.0	9.7
Total	22.7	0.0	22.7
Salaries			
Direct	$8,398,437	$0	$8,398,437
Indirect & Induced	$6,236,679	$0	$6,236,679
Total	$14,635,116	$0	$14,635,116
Taxable Sales			
Direct	$15,579,037	$0	$15,579,037
Indirect & Induced	$1,250,754	$0	$1,250,754
Total	$16,829,791	$0	$16,829,791

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
State of New Mexico	$2,851,532	$0	$2,851,532
Santa Fe	$110,828	$0	$110,828
Santa Fe County	$325,181	$0	$325,181
Santa Fe Public Schools	$8,314	$0	$8,314
Special Taxing Districts	$3,386	$0	$3,386
Total	$3,299,241	$0	$3,299,241

The remainder of this report will reference the combined economic and fiscal impact of the existing and expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 13.0 workers directly employed by the Project will earn approximately $59,000 per year initially. This direct activity will support 9.7 indirect and #DIV/0!
the Project is estimated to be approximately $14.6 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately $16.8 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$23,683,485	$13,584,847	$37,268,332
Number of permanent direct, indirect, and induced jobs to be created	13.0	9.7	22.7
Salaries to be paid to direct, indirect, and induced workers	$8,398,437	$6,236,679	$14,635,116
Taxable sales and purchases	$15,579,037	$1,250,754	$16,829,791

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately .0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 4. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	0.0	0.0	0.0
Number of new residents in the County	0.0	0.0	0.0
Number of new residential properties to be built in the County	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately $0.1 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$0	$0	$0	$151,391	$151,391	$151,391
2	$0	$0	$0	$136,252	$136,252	$136,252
3	$0	$0	$0	$121,113	$121,113	$121,113
4	$0	$0	$0	$105,973	$105,973	$105,973
5	$0	$0	$0	$90,834	$90,834	$90,834
6	$0	$0	$0	$75,695	$75,695	$75,695
7	$0	$0	$0	$60,556	$60,556	$60,556
8	$0	$0	$0	$45,417	$45,417	$45,417
9	$0	$0	$0	$30,278	$30,278	$30,278
10	$0	$0	$0	$30,278	$30,278	$30,278

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 3.0% per year. The Project's real property is assumed to appreciate at a rate of 3.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

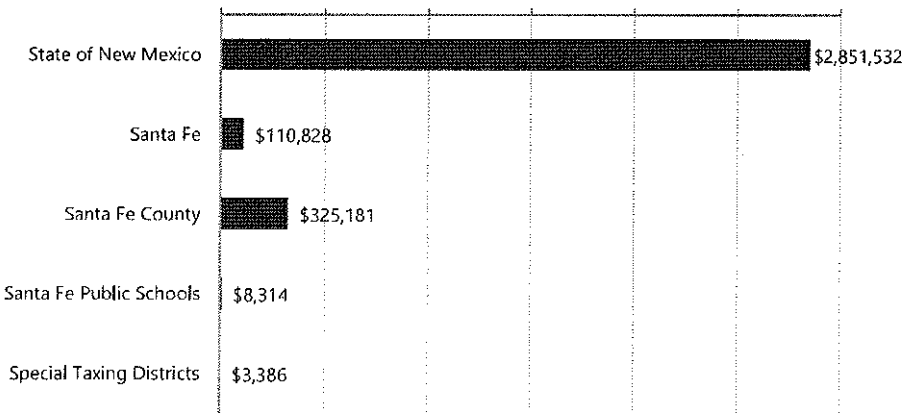
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $110,800 in net benefits over the 10-year period and the Project will generate $3,299,200 in total for all local taxing districts.

Table 5. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$3,260,335	($408,803)	$2,851,532	$2,013,195
Santa Fe	$131,995	($21,167)	$110,828	$77,916
Santa Fe County	$325,181	$0	$325,181	$229,468
Santa Fe Public Schools	$8,314	$0	$8,314	$6,444
Special Taxing Districts	$3,386	$0	$3,386	$0
Total	$3,729,212	($429,971)	$3,299,241	$2,329,647

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 6.75% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

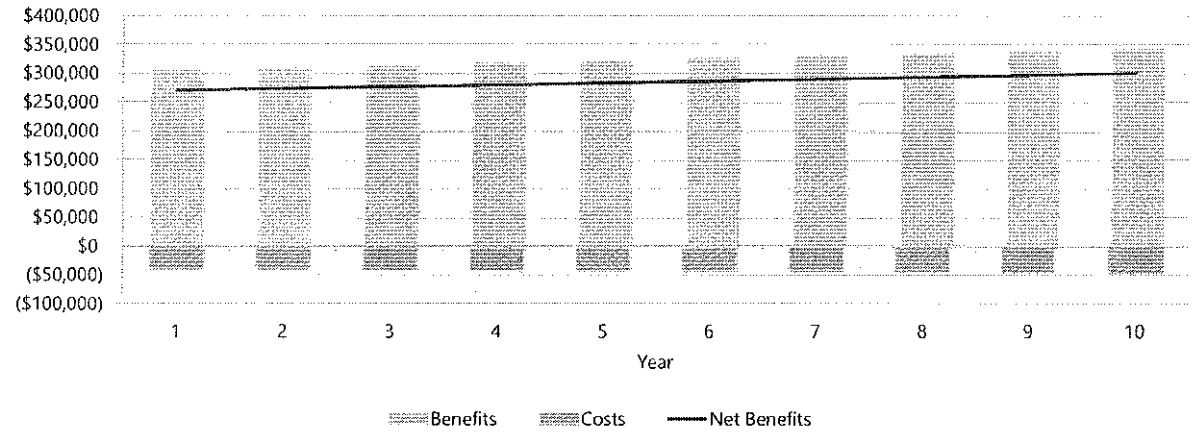
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 6. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$656,362
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Personal Income Taxes	$512,229
Corporate Income Taxes	$1,124,411
Miscellaneous Taxes & User Fees	$966,181
Subtotal Benefits	$3,260,335
Cost of Providing State Services	($408,803)
Subtotal Costs	($408,803)
Net Benefits	$2,851,532
Present Value (6.75% discount rate)	*$2,013,195*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



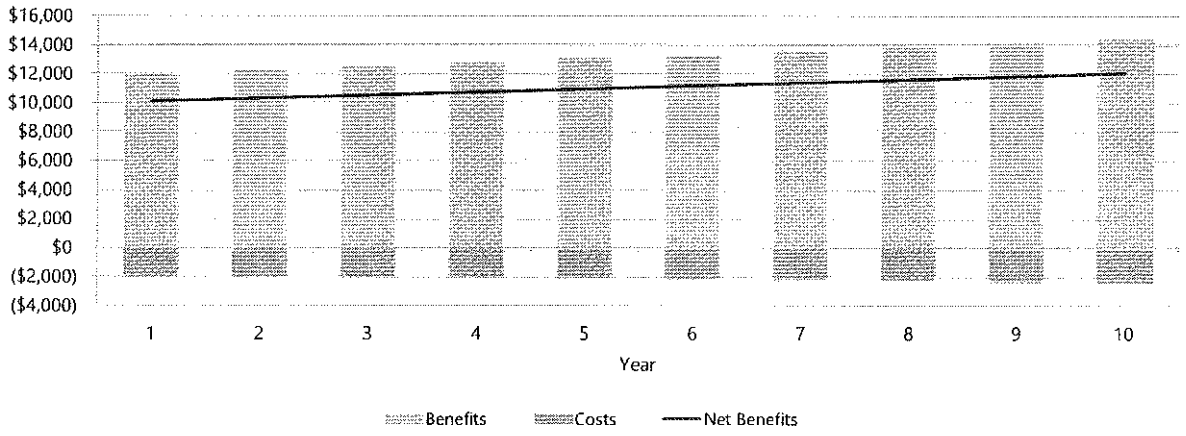
Santa Fe

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 7. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$111,444
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Utility Revenue	$20,551
Utility Franchise Fees	$0
Building Permits and Fees	$0
Lodgers Taxes	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$131,995
Cost of Providing Municipal Services	$0
Cost of Providing Utility Services	($21,167)
Subtotal Costs	($21,167)
Net Benefits	$110,828
Present Value (6.75% discount rate)	*$77,916*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe



Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$0
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$0
Cost of Providing County Services	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 9. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
State Equalization Guarantee	$0
Subtotal Benefits	$0
Cost of Educating New Students	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Benefits	$0
Present Value (6.75% discount rate)	*$0*

State Incentives

The state is considering the following incentives for the Project.

Table 18. State Incentives Under Consideration

Year	Enter Incentive Description
1	$37,578
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$37,578

These financial incentives may be considered an investment in the Project made by the state. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

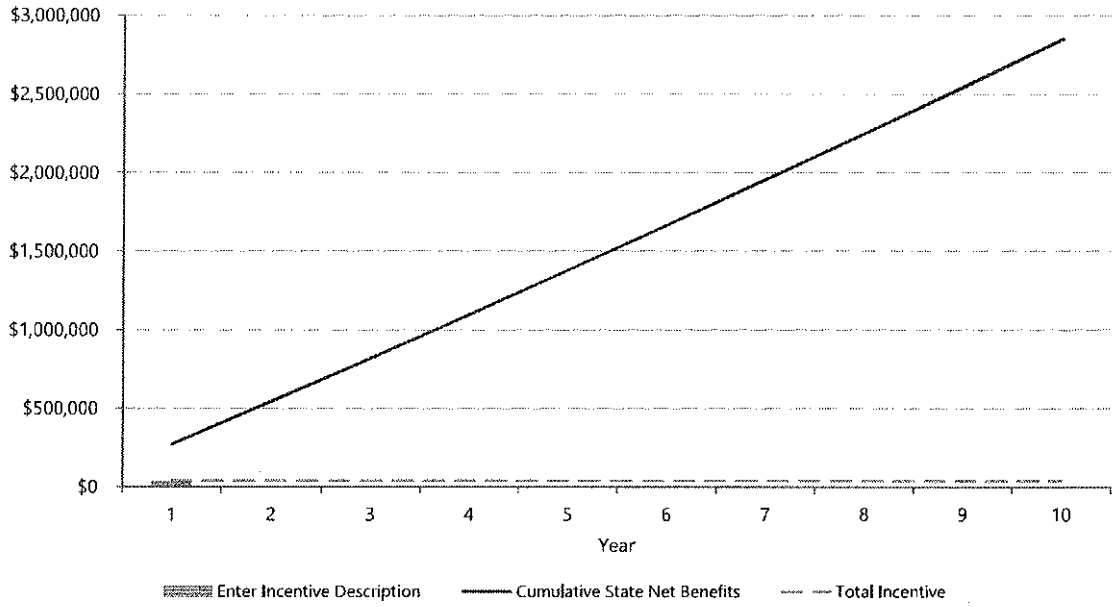
Table 19. Analysis of State Incentives

Total State Incentives	$37,578
Incentives Per Job	N/A
Rate of Return	758.8%
Payback period (years)	0.1

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



This project is requesting a LEDA Loan in the amount of $37,578.00

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.2990	1.3986	1.7440
Earnings Multiplier	(Type II Direct Effect)	1.2984	1.3979	1.7426

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources -- revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups -- residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the County
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

FIR No. 3261

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): La Puerta LEDA PPLA.

Sponsor(s): Mayor Webber and Councilor Vigil Coppler

Revie wing Department(s): Economic Development Department

Staff Completing FIR: Fabian Trujillo Date: June 30 , 2020 Phone: 955-6912

Revie wed by City Attorney: _____ Date: _____

Revie wed by Finance Director: _____ Date: _____

Summary:

The Bill under consideration will provide La Puerta Originals, Inc with the financial assistance needed to survive and recover from COVID-19. The City would loan La Puerta $37,578 for lease payments at zero interest as part of the NMEDD COVID-19 LEDA lo an program under the LEDA Loan Ordinance. The City would be fiscal agent to loan and administer the State mo nies to La Puerta for a period of two years. In return for the zero interest loan, La Puerta would ma intain a minimum employee base of 13 people and a minimum quarterly payroll of $130,000 . The loan would repayable in full in two years. The loan will be securitized with a lien on fixed assets owned by La Puerta. If La Puerta meets 80% of the quarterly payroll obligation, the loan rate will escalate from zero to 6%. If the payroll falls to 70%, then the loan will be imme diately due and payable. The PPA will be retroactive to April 1, 2020 to assist with the negative impacts of COVID-19.

Departments Affected:
The Office of Economic Development, City Attorney's Office and Finance Department.

Consequences of Not Enacting Legislation:
The consequences of not enacting this B ill will result in La Puerta laying off people and possible closure. The closure of La Puerta would result in the loss of a mini mu m of 13 jobs and a minimum quarterly payroll of approximately $130,000. La Puerta has been in business over 20 years in Santa Fe. They are a manufacturer of handcrafted doors and cabinets. La Puerta anchors the design and artisan ma nufacturing industry in Santa Fe. The closure of La Puerta will reduce the diversity in the Santa Fe economic base. The state should reasonably expect to lose $3.3 million in net benefits in the form of gross receipts taxes, income taxes, property taxes, lodgers' taxes, utility fees, and other revenues estimated by the operations of La Puerta identified in Economic Impact Analysis in Attachment C of the project participation loan agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:

La Puerta Originals, Inc. manufactures handcrafted doors, cabinets, gates, and furniture using reclaimed antique wood. Eighty percent (80%) of their customer base is outside of New Mexico in both the residential and commercial sectors. La Puerta's projected revenue in 2020 was $2 million, and $2.3 million in 2021. La Puerta has been operating in Santa Fe for over 20 years. They local home grown company that is part of the artisan handcraft manufacturing sector. Santa Fe is their headquarters. They currently employ a minimum of 13 people in Santa Fe. La Puerta is an economic base artisan manufacturing employer in Santa Fe. The loan will allow La Puerta to continue operating in Santa Fe and assist a local home grown business.

Fiscal Implications:

The fiscal implications from this project impacts the Santa Fe economy and the City's budget. According to the Economic Impact Analysis in Attachment C of the PPLA, it is estimated that La Puerta will generate approximately $3.3 million in new revenues for the State from La Puerta's existing operations over the next ten years. This equates to approximately $ 33,000 per year. The state will loan La Puerta $37,578 for two years and will be repaid in FY 2023-2024. Therefore, for a loan of $37,578, the state will realize recurring revenue over ten years of $3.3 million and $110,000 for the City over the same time period. Therefore, the investment would be positive for the City's revenues and the Santa Fe economy in general.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$10.000	N	R	100	
Capital Outlay	$				
Contractual/ Professional Services	$ 37.578		NR	212	
Operating	$				$
Total:	$ 47.578				$67.578

* This includes all staff time associated with executing the job functions of the proposed legislation .

Expenditure Narrative:

Existing personnel will absorb the costs of administering the Project Participation Loan Agreement. The disbursement schedule of public mo nies for the loan agreement will be accomplished in the following manner going forward: FY 2020-2021 - $37,578. In FY 2023 -2024, La Puerta will repay the zero interest loan and the City will reimburse the loan proceeds to the NM LEDA Fund. La Puerta will be disbursed the monies when they meet the job creation and payroll goals identified in the PPLA if the monies are securitizd.

Revenue

Revenue Type	FYE 2021	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$		
Special Revenue	$	$		
CIP	$	$		
Enterprise	$	$		
1. Internal Service	$	$		
Trust and Agency	$	$		
Federal	$	$		
Other	$37.578	$	NR	212
Total	$37.578	$		

Revenue Narrative:

In FYE 21, the City would receive $37,578 in revenues from the state NM LEDA Fund for a zero interest loan. The City would receive $37,578 in FY 2023-2024 from La Puerta for repayment of the zero interest loan.

City of Santa Fe, New Mexico

memo

Date: June 30, 2020

To: City Council

From: Marcos Martinez, Senior Assistant City Attorney

Subject: Amendment No. 1 between the City of Santa Fe and Gallagher & Kennedy, P.A., to be effective for all purposes July 1, 2020.

ITEM AND ISSUE:

The City entered into a legal services agreement with Gallagher & Kennedy on November 14, 2018. The purpose of the agreement is to assist the City in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of City. Litigation and settlement discussions remain ongoing. The amendment does not change the compensation under the original agreement.

The purchasing manual permits amending contracts retroactively if done within 30 days of the end of the contract term.

RECOMMENDED ACTION:

The City Attorney's Office recommends approval of the Amendment #1 to extend the term to June 30, 2022.

6001750.510200

AMENDMENT NO. 1 **Item#_____**
CITY OF SANTA FE
SERVICE AGREEMENT

This **AMENDMENT NO. 1** is entered into by and between the **City of Santa Fe**, a municipal corporation of the State of New Mexico ("City"), and **Gallagher & Kennedy, P.A.**, ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, City and Contractor entered into Agreement on November 14, 2018, (the "Agreement") for legal services in conjunction and association with the City Attorney in City's claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of City; and

WHEREAS, the Services are ongoing and City and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, City and Contractor agree as follows:

I. Delete **Section 2. Time of Performance** in its entirety and replace it with the following:

2. Time of Performance. Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2022. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

II. Add two (2) new Sections titled "23." and "24."

23. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

24. Duplicate Original Documents. This document may be executed in counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

YOLANDA VIGIL
CITY CLERK

APPROVED FOR FINANCES:

Mary McCoy
FINANCE DIRECTOR

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jul 2, 2020 14:29 MDT)

Senior Assistant
CITY ATTORNEY

CITY OF SANTA FE

BY: _____
ALAN WEBBER **DATE**

MAYOR

GALLAGHER & KENNEDY, P.A.

BY: See Attached
DALVA L. MOLLENBERG **DATE**
MANAGING SHAREHOLDER

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

_____
YOLANDA VIGIL
CITY CLERK

APPROVED:

_____
Mary McCoy
FINANCE DIRECTOR

Approved as to form:

_____
ERIN K. MCSHERRY
CITY ATTORNEY

CITY OF SANTA FE

BY: _____
ALAN WEBBER DATE

MAYOR

GALLAGHER & KENNEDY, P.A.

BY: _____ 7/2/2020
DALVA L. MOLLENBERG DATE
MANAGING SHAREHOLDER

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Gallagher & Kennedy P.A.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: Up to $60,000 expenses

Termination Date: Until settled

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Claims for recovery of sums frm State of NM, Tax and Revenue for unlawful reductions of distributions and transfer of GRT.

Amendment # 1 to the Original Contract# 18-1409

Increase/(Decrease) Amount $ $0.00

Extend Termination Date to: June 30, 2022

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 60,000.00 of original Contract# 18-1409 Termination Date: 6/30/2020

Reason: City v TRD

Amount $ 0.00 amendment # 1 Termination Date: _____

Reason: Term Extension

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Exempt from Procurement.

6 **Procurement History:** 2 year of 4 year contract
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments orExceptions: _____

7 **Funding Source:** Risk **BU/Line Item:** 6001750.510200

Budget Officer Approval

Comments or Exceptions: _____

Any out-of-the ordinary or unusual issues or concerns:

8 _____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Irene Romero

Phone # _____ #

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Client#: 98942 GALLKEN1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ava R. Duhe
CBIZ Insurance Services, Inc. 1765 E. Skyline Drive Tucson, AZ 85718	PHONE (A/C, No, Ext): 310.268.2718 FAX (A/C, No): 310.268.2100 E-MAIL ADDRESS: Aduhe@cbiz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Vigilant Insurance Co.	20397
INSURER B : Federal Insurance Co.	20281
INSURER C : Travelers Casulaty Surety Co of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gallagher & Kennedy, P. A.
2575 E. Camelback Road
Phoenix, AZ 85016

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			35291749	05/01/2020	05/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			73170538	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79657281	05/01/2020	05/01/2021	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71744759	05/01/2020	05/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	CRIME			81340354	05/01/2020	05/01/2021	$2M OCC/$25K RET	
B	FIDUCIARY			81340354	05/01/2020	05/01/2021	$5M AGG/ $5K RET	
C	CYBER			106915566	05/01/2020	05/01/2021	$2M OCC/$10K RET	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Fe is considered additional insured on the General Liability policy. This applies only to the operations performed by the named insured as required and agreed to by contract or agreement. General Liability policy provide primary coverage with respect to any other insurance in force by the certificate holder as required and agreed to by contract or agreement

CERTIFICATE HOLDER

City of Santa Fe
Attn: Irene Romero, Administrative Manager
City Attorney's Office
P.O. Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Supplementary Payments (continued)

b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.

C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to $1000 a day because of time off from work.

D. costs taxed against the **insured** in the **suit**, except any:

1. attorney fees or litigation expenses; or

2. other loss, cost or expense;

in connection with any injunction or other equitable relief.

E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury**, **advertising injury** or **personal injury**:

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured
(continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

A. persons driving such equipment on a public road with your permission are **insureds**; and

B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.

B. No person or organization is an **insured** with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, aquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

CHUBB®

Liability Insurance

Endorsement

Policy Period	MAY 1, 2020 TO MAY 1, 2021
Effective Date	MAY 1, 2020
Policy Number	3529-17-49 WUC
Insured	GALLAGHER AND KENNEDY A PROFESSIONAL ASSOCIATION
Name of Company	VIGILANT INSURANCE COMPANY
Date Issued	MAY 5, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

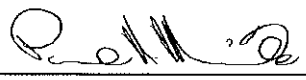
Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WE WILL WAIVE THE RIGHT OF RECOVERY WE WOULD OTHERWISE HAVE AGAINST ANOTHER PERSON OR ORGANIZATION, FOR LOSS TO WHICH THIS INSURANCE APPLIES, PROVIDED THE INSURED HAS WAIVED THEIR RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION IN A CONTRACT OR AGREEMENT THAT IS EXECUTED BEFORE SUCH LOSS. TO THE EXTENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
THAT THE INSURED'S RIGHTS TO RECOVER ALL OR PART OF ANY PAYMENT MADE UNDER THIS INSURANCE HAVE NOT BEEN WAIVED, THOSE RIGHTS ARE TRANSFERRED TO US. THE INSURED MUST DO NOTHING AFTER LOSS TO IMPAIR THEM. AT OUR REQUEST, THE INSURED WILL BRING SUIT OR TRANSFER THOSE RIGHTS TO US AND HELP US ENFORCE THEM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO
FURNISH THIS WAIVER

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-20 Policy No. (21) 7174-47-59 Endorsement No.
Insured GALLAGHER AND KENNEDY A PROFESSIONAL ASSOCIATION Premium $ Incl.
Insurance Company Federal Insurance Company

Countersigned By _____

© 1983 National Council on Compensation Insurance.

AMENDMENT NO. 1
CITY OF SANTA FE
SERVICE AGREEMENT

This **AMENDMENT NO. 1** is entered into by and between the **City of Santa Fe**, a municipal corporation of the State of New Mexico ("City"), and **Gallagher & Kennedy, P.A.**, ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, City and Contractor entered into Agreement on November 14, 2018, (the "Agreement") for legal services in conjunction and association with the City Attorney in City's claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of City; and

WHEREAS, the Services are ongoing and City and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, City and Contractor agree as follows:

I. Delete **Section 2. Time of Performance** in its entirety and replace it with the following:

2. Time of Performance. Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2022. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

II. Add two (2) new Sections titled "23." and "24."

23. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

24. Duplicate Original Documents. This document may be executed in counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

ITEM # 18-1409

CITY OF SANTA FE
LEGAL SERVICES AGREEMENT
BETWEEN
GALLAGHER & KENNEDY, P.A.
AND THE CITY OF SANTA FE

THIS AGREEMENT is made and entered into this 14th day of November, 2018 by and between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Gallagher & Kennedy, P.A., whose address is 1239 Paseo de Peralta, Santa Fe, New Mexico 87501 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

WHEREAS, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case:

Assist the City in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of the City.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2020. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Contingent Fee Structure and Costs.** For purposes of this Agreement "Amounts Recovered" or "Recovery" means all sums the City receives from the State of New Mexico as a result of the Contractor's representation of the City in this matter. The Contractor's Contingency Fee in this matter will be as follows:

A. Contingent Fee if Recovery Obtained by Alternative Dispute Resolution. If defendants agree to or are required to enter into alternative dispute resolution through mediation, arbitration, or an administrative process within one (1) year from the date that an action is filed, and the matter is resolved and Contractor receives payment of its fee within twenty-four (24) months from the date than the action is filed, then the Contractor will receive a contingent fee equal to ten percent (10%) of all Amounts Recovered by the City up to four million dollars ($4,000,000.00). The Contractor shall receive three percent (3%) of only the Amounts Recovered by the City in excess of four million dollars ($4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive ten percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is four hundred thousand dollars, and the Contractor will receive three percent of the Amount Recovered over four million dollars, *i.e.*, three percent of the additional one million dollars, *i.e.*, the second portion of the fee is thirty thousand dollars, for a total fee of four hundred thirty thousand dollars.

B. Contingent Fee if Recovery Obtained Prior to the Commencement of Trial. If the conditions of paragraph A above do not apply and the City obtains a Recovery based upon resolution of the matter prior to the commencement of trial, then the contingent fee shall be twelve and one-half percent (12.5%) of all Amounts Recovered by the City up to four million dollars ($4,000,000.00). In addition, the Contractor shall receive five percent (5%) of the Amounts Recovered over four million dollars ($4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive twelve and one-half percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is five hundred thousand dollars, and the Contractor will receive five percent of the Amount Recovered over four million dollars, *i.e.*, five percent of the additional one million dollars, *i.e.*, the second portion of the fee is fifty thousand dollars, for a total fee of five hundred fifty thousand dollars.

C. Contingent Fee for Recovery Obtained After Commencement of Trial. If the City obtains a Recovery based upon resolution of the matter after the commencement of a trial, then the Contractor will receive a contingent fee equal to fifteen percent (15%) of the Amounts Recovered for the City up to four million dollars ($4,000,000.00). In addition, the Contractor shall receive ten percent (10%) of the Amounts Recovered over four million dollars ($4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive fifteen percent of the first four million dollars of the Amount Recovered, i.e., the first portion of the fee is six hundred thousand dollars, and the Contractor will receive ten percent of the Amount Recovered over four million dollars, *i.e.*, ten percent of the additional one million dollars, *i.e.*, the second portion of the fee is one hundred thousand dollars, for a total fee of seven hundred thousand dollars.

D. Fee in the Event of Class Action. If an action is certified as a class action or the fee to the Contractor is otherwise subject to the application to, review or and/or approval by the court, then the City agrees that the Contractor may apply for or otherwise seek approval of, and City will not object to, fees in amounts up to, but not exceeding, amounts based upon application of the applicable percentages stated above.

E. **Costs.** The City shall reimburse the Contractor for the costs of the action, including but not limited to expert witness fees, court filing and other fees, court reporter fees, and reasonable travel expenses consistent with the City's guidelines, but the amount of costs the City is obligated to pay shall be capped not to exceed sixty thousand dollars ($60,000.00). All such costs incurred and paid by the Contractor shall be billed to City on a monthly basis and paid by the City. No such costs shall be deducted from the amount of any Recovery for purposes of the determination of the Contractor's fees. If additional municipalities or counties join in the action, it shall be appropriate for all of the municipalities or counties who are part of the action to share certain costs. In that event, a cost-sharing agreement will be needed so that that the costs can be appropriately allocated to each party and the Contractor can bill and obtain reimbursement of each municipality's or county's share of such costs. In order to minimize out-of-pocket costs of the action, to the extent practicable, the City will provide reasonable support services, including internal analysis of information relating to the tax transactions and information obtained and used to determine the amounts due to the City.

F. **Costs Exceeding Cap.** The Contractor shall not bill the City for any costs it incurs that are attributable to the City that exceed sixty thousand dollars ($60,000.00). This Cap amount applies to and includes the costs described in both Parts E and G of this Section.

G. **Costs for New Mexico Municipal League.** The New Mexico Municipal League (NMML), on behalf of its members including the City, has incurred certain costs and fees to develop the information needed to pursue these claims. In order to use this information, the City may enter into an agreement with the NMML for reimbursement of a portion of such costs and fees. If such reimbursement is deducted from any Recovery obtained by the City, then for purposes of calculating the Contractor's fee, such amount will not be deducted from the amount of the Recovery.

H. **Additional Municipalities and Counties as Parties.** The City reserves the right to permit additional municipalities or counties to join in the action to be filed by Contractor on behalf of City, provided that as a condition of joining the action, any municipality or county that joins shall be required to agree to pay its reasonable share of costs. The City will not unreasonably withhold permission for additional municipalities and counties to join.

I. **Fees if Non-Monetary Recovery.** In the event of a compromise that would achieve a benefit for the City that is reasonably related to the Contractor's representation of the City, and which substantially diminishes the City's Recovery and the amount of the fee due to the Contractor as provided above, the City and the Contractor agree to negotiate reasonable compensation to the Contractor for the prospective benefit. The City and the Contractor contemplate that a possible basis for compromise and settlement of this matter could include prospective benefits that might not consist of payments that would constitute a Recovery as defined above, such as legislation changing the future limitations on reductions or adjustments to distributions and transfers

of gross receipts tax revenue to City in consideration for the City's agreement to compromise its claims for sums due to past actions by the State. In determining the fee due, the parties shall consider the amount of revenue to the City that will be derived from the prospective benefits, the amount of the contingent fee that would have been derived applying the percentages above to the prospective benefits received by the City over a five year period after the settlement. The negotiated fee may be paid over the five-year period of the anticipated benefits, with adjustments over that period to reflect any subsequent changes. Or, if prospective benefits cannot be reasonably quantified, the parties shall consider, if reasonable, the amount of the fee that would have been earned based upon the time spent by the Contractor timekeepers on the matter at the Contractor's standard rates multiplied by 1.5, in consideration of the Contractor's acceptance of representation on a contingent fee basis. For purposes of this paragraph, the amount of the Recovery with respect to prospective benefits shall be based on the net present value of the City's prospective benefits.

J. **Gross Receipts Taxes.** Any applicable gross receipts taxes shall be computed and added to the fee due to the Contractor under this Agreement.

K. **Fee Arbitration.** Any dispute regarding fees under this Agreement shall be resolved through the State Bar of New Mexico Fee Arbitration program.

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

4. <u>Interest of Contractor</u>.

A. The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

B. The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

Upon notification of such a conflict, the City Attorney will inform the Contractor in writing within ten (10) days of receipt of the notification that the City will or declines to

waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the City Attorney should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease representation, or if the Contractor fails to notify the City of potential conflict, the City may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternate representation, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys' fees incurred by the City in obtaining the assistance of alternate counsel.

The City is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the City will provide a summary of costs incurred by this counsel and will pay any applicable amounts remaining due to the Contractor.

5. **Records, Pleadings, and Case File**. Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. **Reports Required.** The Contractor will keep a record of the time spent by each of its timekeepers, including a description of tasks performed, and will provide that record to the City along with its monthly statement for any costs of the action. The Contractor's initial record shall include time spent developing the cases prior to entering into a contract with the City, and the recorded time may differentiate between time attributable to work on behalf of only the City and time not attributable to any particular municipality or county. Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney an executive summary one to two page status report indicating the current status of the litigation or other project which is the subject of this Agreement, a brief summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

CITY OF SANTA FE:
Erin K. McSherry, City Attorney
200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6512

CONTRACTOR:
Dalva L. Moellenberg
Anthony J. "T.J." Trujillo
Gene F. Creely, II
Gallagher & Kennedy, P.A.
1239 Paseo Del Peralta
Santa Fe, New Mexico 87501
(505) 982-9523

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. **Assignment Prohibited.** The 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 City's prior written approval.

13. **Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. **Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. **Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

17. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

19. **Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

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

21. **Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. **Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF SANTA FE:

APPROVED BY:

ALAN WEBBER, MAYOR

Date: 12/10/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
Business Unit/Line Item:

602102.510200

CONTRACTOR:

GALLAGHER & KENNEDY, P.A.

DALVA L. MOELLENBERG
MANAGING SHAREHOLDER

Date: 12/17/18

EXHIBIT A

Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall identify the City as an "additional insured" and shall provide that thirty (30) days' written notice be given to the Director of Finance, City of Santa Fe, 200 Lincoln Street, Santa Fe, New Mexico 87501, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary over any other valid and collectible insurance with respect to operations provided and a waiver of subrogation will be provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$1,000,000	Per Occurrence
$1,000,000	Policy Aggregate
$1,000,000	Products Liability/Completed Operations
$1,000,000	Personal and Advertising Injury
$ 50,000	Fire - Legal
$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

D. Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than $1,000,000 combined single limit of liability per occurrence with a general aggregate of $1,000,000.

E. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

City of Santa Fe, New Mexico

memo

DATE: June 18, 2020

TO: Mayor Alan M. Webber and City Council

VIA:

Kyra R. Ochoa, Community Services Department Director

FROM: George C. Carrasco, Youth and Family Services Project Administrator

ITEM AND ISSUE:

Approval of the State of New Mexico Children, Youth and Families Department (CYFD) agreement no. 21-690-3200-20846 in the amount of three hundred and forty-five thousand three hundred and twenty-four dollars ($345,324.00) over four (4) fiscal years or for an annual total of eighty-six thousand three hundred and thirty-one dollars ($86,331.00) for Alternative to Detention Services in the City of Santa Fe.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) is one of the City of Santa Fe's oldest standing committees, which formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues.
In the fall of 2019, the Santa Fe Regional Juvenile Justice Board merged with the CYC. The Commission is one of twenty continuum-sites statewide that focuses on juvenile justice issues. The Commission tasked yearly with grant management, program planning, service integration, data analysis, and program evaluation on alternatives to detention programs that serve youth at risk or youth offenders. The Commission collaborates with the City of Santa Fe Youth and Family Services for support and to enhance ongoing and upcoming projects.

Every year the CYC submits for a CYFD juvenile justice grant for services in the City of Santa Fe, this year for FY21-25 the board was awarded $86,331.00. The City of Santa Fe is required to provide a 40% in-kind match, which is approximately $34,532.00. The in-kind match will come from the combined salary of the Youth and Family Services Project Administrator and the Project Specialist who oversee board activities, contract compliance, reimbursement and payment of awardees. The annual CYFD funding will be distributed as follows:

- Continuum and Board Activities: $ 20,291.00
- Strengthening Families: $ 27,720.00

- Intensive Community Monitoring: $ 26,440.00
- Gender Specific Programs: $ 11,880.00

To fulfill the conditions of the state grant the Youth and Family Services Division will coordinate services through the Children and Youth Commission which is outlined in the CYFD scope of work.

REQUESTED ACTION:

Approval of the State of New Mexico Children, Youth and Families Department (CYFD) agreement no. 21-690-3200-20846 for three hundred and forty-five thousand three hundred and twenty-four dollars ($345,324.00) over four (4) fiscal years or an annual total of eighty-six thousand three hundred and thirty-one dollars ($86,331.00) FY 21-25. Grant will be housed in business unit 22768.510340.

Due to the unusual circumstance of CYFD providing a short window for approval (received the contract on June 3, 2020,) we are requesting approval directly to City Council as the CYFD timeframe requires submission by June 19, 2020. The Commission was granted a one-week extension for submission.

Attachments:
Appendix A- CYFD Agreement
Appendix B- Four (4) Original Copies of Signature Page (per CYFD requirements)

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Alternatives to Detention
AGREEMENT No. 21-690-3200-20846

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **City of Santa Fe** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement
THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work
The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children's behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost
The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Three Hundred Forty Five Thousand Three Hundred Twenty Four Dollars and Zero Cents ($345,324.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without

written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into anew short-term agreement or otherwise enter into an agreement, consistent.with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than $250,000 in federal funding, or more than $750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room
103 Santa Fe, New Mexico
87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. 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 proper only in a New Mexico court of competent jurisdiction in

accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property
The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability
Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents
The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance
The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation
The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Lobbying Certification
The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim

of ownership by or on behalf of the Contractor.
B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

ARTICLE XXIII. Appropriations
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Property
A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

ARTICLE XXV. Licensure
If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.
A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal

appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal- awards
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- http://www.nmdfa.state.nm.us/Manuals.aspx
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

i. CFDA Number – N/A

ii. Program Title – N/A

iii. AGENCY/OFFICE – N/A

iv. GRANT NUMBER – N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 069420818.

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Santa Fe

_____ Date:_____
Alan M. Webber, Mayor

Attest:

_____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Jun 5, 2020 11:22 MDT)
_____ Date:_____
Senior Assistant City Attorney

Approved for Finances:

_____ Date:_____
Mary McCoy, Finance Director

Agency – New Mexico Children, Youth and Families Department

_____ Date: _____
Secretary or Designee, CYFD

_____ Date: _____
Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

_____ Date: _____
Office of General Counsel, CYFD

Attachment 1 – Scope of Work
City of Santa Fe

Goal:
To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:
To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:
The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
6. Provide the Agency standardized progress reports monthly;
7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
   a. accomplishments/milestones achieved during this Agreement period;
   b. reporting on program specific performance measures and related outcomes;
   c. statements regarding obstacles and progress made;
   d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
   e. provide plan for sustainability of programs/services.
8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2021, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

1. Strengthening Families;
2. Intensive Community Monitoring; and
3. Gender Specific.

Duties and Responsibilities:

The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
   1. The approved Agency's Program Invoice and Expenditure Report forms; and
   2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.

J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice

Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Consuelo Garcia	Kyra Ochoa
Grant Management Unit Grant Manager	Community Services Dept. Director
Children, Youth and Families Department	City of Santa Fe
P.O. Drawer 5160, Room 541	500 Market St, Ste. 200
Santa Fe, NM 87502	Santa Fe, NM 87504
(P) 505-470-7494	(P) 505-955-6603

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:
   1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

   2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

   3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:
As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.
Demographics:

A. City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
   1. At-Risk Youth;
   2. First Time Offender;
   3. Repeat Offender;
   4. Sex Offender;
   5. Status Offender; and
   6. Violent Offender.
D. Youth Currently in Detention;
E. Gender:
   1. Male;
   2. Female; or
   3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
   1. Urban;
   2. Tribal;
   3. Rural; or
   4. Frontier.
H. Other Population Information:
   1. Mental Health;
   2. Substance Abuse;
   3. Truant/Dropout; or
   4. Pregnant.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;
J. Number of program youth who had a re-arrest during the reporting period;
K. Number of program youth who were re-committed during the reporting period;
L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
M. Number of program youth with gang activity; and
N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
    1. Increased academic success measured by parents, school and student reports;
    2. Increased school engagement;
    3. Increased behavioral component;
    4. Decreased alcohol use;
    5. Decreased drug use; and
    6. Increased parent-child relationship.

B. Intensive Community Monitoring Program:
    1. Decreased recidivism; and
    2. Less time served in detention during the follow-up period of seven hundred ninety (790) days.

C. Gender Specific:
    1. Decreased drug use;
    2. Increased social competence (both parent and teacher observed);
    3 Increased cumulative GPA; and
    2. Student attitude toward drug use.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
    1. Parent competence and engagement in school;
    2. Student substance abuse related risk;
    3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
    4 Academic success; and

5. Targeted negative behavior reduction.

B. Intensive Community Monitoring Program:
   1. Decrease of five percent (5%) in negative criminal behavior;
   2. Increase of five percent (5%) in grades, attendance and overall behavior in school or educational setting;
   3. Decreased number of contacts made with each client;
   4. Number of clients who successfully complete the program requirements; and
   5. Reduced recidivism six (6) months after exiting the program

C. Gender Specific:
   1. Reduced bullying and other negative behaviors among both genders;
   2. Reduced body image issues;
   3. Increased team building;
   4. Increased understanding that both genders have similar issues that need to be addressed and remedied; and
   5. Increased attendance at school, better grades and better behavior.

Attachment 2 – Budget
City of Santa Fe

A.	Continuum and Board Activities:					
	Continuum Coordinator	$22	x	700 Hours	=	$15,400
	Travel				=	480
	Youth Committee Members				=	300
	5% Program Support				=	4,111
						$20,291
B.	Strengthening Families Program:					
	Based on serving 50 Youth					
	Youth Group	$165	x	84 Session	=	$13,860
	Adult Group	$165	x	60 Session	=	13,860
						$27,720
C.	Intensive Community Monitoring Program:					
	Based on serving 34 Youth					
	Intake/Assessment	$65	x	34 Youth	=	$2,210
	Case Management	$40	x	306 Hours	=	12,240
	Family Support	$40	x	136 Hours	=	5,440
	Home Visit	$40	x	100 Visits	=	4,000
	Discharge Plan	$75	x	34 Youth	=	$2,550
						$26,440
D.	Gender Specific:					
	Based on serving 50 Youth					
	Girls Circle	$165	x	32 Circles	=	$5,280
	Boys Council	$165	x	40 Sessions	=	6,660
						$11,880
	Total Grant Award not to exceed:					**$86,331**

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	$86,331
40% Minimum Match Liability for City of Santa Fe	$34,532
Projected Budgeted Amount	$120,863

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:
Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:
The total amount of the contract for FY21 shall not exceed $86,331.00

State General Fund: FY21: $86,331.00
State General Fund: FY22: $86,331.00
State General Fund: FY23: $86,331.00
State General Fund: FY24: $86,331.00
Total = $345,324.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor City of Santa Fe

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $345,324.00

Termination Date: June, 30 2025

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Alternative to Detention Programs in the City of Santa Fe

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Exempt from Procurement. - Exempt pursuant to 13-98 A.

6 **Procurement History:** 1st. year of 4 Year term

example: (First year of 4 year contract)

Fran Dunaway CPO 7/1/20

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** NM Children, Youth and Families Dept. **BU/Line Item:** 22768.510340

_____

Budget Officer Approval

Comments or Exceptions: The funds will come from NM CYFD and be housed in the above business line.

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** George Carrasco

Phone # 505-550-1718

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Community Services	Department Name:	
Division Name:	Youth and Family Services	Division Name:	

Financial Information

Amount Requested:	$345,324.00	Munis Fund Number:	
Vendor Name:	CYFD	Munis Org Number:	2230123
Approved by Director?	Yes	Munis Object Code:	510340

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
Recurring CYFD grant funding for FY21 - FY25 at total of $86,331.00 annually.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
The City of Santa Fe applies for this funding from CYFD, once agreement is signed the Youth and Family Services Division will sub-award via an RFP.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, these are specialized group or therapeutic services for youth who are at risk of being incarcerated.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
This is grant money coming in from CYFD, if funding is not approved the services cannot be rendered in the community. The anticipated impact is that juvenile crime will increase.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
There is no alternative funding available to cover the programs within the Division's budget.

Jon Dunaway 06/26/20 Jon Dunaway (Jun 26, 2020 13:24 MDT)	Alexis Lotero Alexis Lotero (Jun 26, 2020 13:12 MDT)	Mary McCoy
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: City of Santa Fe

Procurement Title: State of NM Children, Youth and Families Department – Alternative to Detention Programs

Solicitation RFP#: N/A

Department Requesting/Staff Member: Community Services/George Carrasco

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☐	☒	Certificate of Insurance
☐	☐	Other: _____

George Carrasco, Project Administrator
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☐	☐	Final RFP Document
☐	☐	Copy of legal solicitation published in the newspaper, website, etc.
☐	☐	All addendums
☐	☐	Plan holders list
☐	☐	Copies of all RFP submittals
☐	☐	Complete evaluation score sheets
☐	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☐	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☐	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☐	Reference Reviews/Reference Check Questionnaires
☐	☐	Pricing evaluation
☐	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☐	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☐	Contract Award Notice
☐	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☐	Waiver or "No Action Taken" from Procurement Office
☐	☐	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☐	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☐	Conflict of Interest Form signed by all parties
☐	☐	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☐	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☐	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☐	Conflict of Interest form signed by all parties
☐	☐	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☐	☐	Copy of Executed Contract
☐	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
☐	☐	Documentation from protester filed with the Purchasing Office
☐	☐	Letter from Department to Purchasing Office Providing response to protest
☐	☐	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☐	Original proposal (s) with no redactions

_____

Department Rep Printed Name and Title

_____

Department Rep Signature attesting that all information included

*

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between Santa Fe County (County), acting through its Board of County Commissioners, and the City of Santa Fe (City), acting through its Governing Body, as of the date of last signature below.

RECITALS

WHEREAS, the County, City, and Town of Edgewood (Town) are parties to that certain Second Amended and Restated Joint Powers Agreement Concerning the Operation of the Santa Fe Regional Emergency Communications Center (RECC) Between the Governing Body of the City of Santa Fe, New Mexico, The Town of Edgewood, and the Board of County Commissioners of Santa Fe County, New Mexico (Second Amended RECC JPA); and

WHEREAS, the County and City are also parties to that certain Memorandum of Agreement between Santa Fe County and the City of Santa Fe for the Public Safety Radio Communications System Solutions Project, MOA No. 2019-0179-RECC/BT (Radio Project MOA); and

WHEREAS, disputes arose between the County and City concerning (1) the City's share of the Computer Aided Dispatch(CAD)/OneSolution project (the CAD/OneSolution Project Dispute); (2) the City's payment of monies to the County that the County claimed were due under the Radio Project MOA (the Radio Project Dispute); and (3) purchases unrelated to the CAD/OneSolution Project and Radio Project MOA that the County made for the RECC during Fiscal Years 2014-2020, which purchases the County claimed were capital expenditures contemplated as shared between the County, City, and Town pursuant to the Second Amended RECC JPA (the FY14-20 Capital Dispute); and

WHEREAS, the County and City agreed to mediate the disputes rather than litigating them, and, through the mediation, their representatives negotiated this Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Settlement Payments described below, the other mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

1. ***Settlement Payments: Amount and Description.*** The payments from the City to the County described in subsections A, B, and C of this Section 1 are collectively referred to herein as the "Settlement Payments".

A. *CAD/OneSolution Project Dispute.*

i. Except to the extent otherwise provided in subparagraph ii, the City shall pay the County Four Hundred Twenty-Five Thousand Dollars ($425,000) as its share of expenditures arising under the County's Professional Services Agreement with Superion, LLC to Provide a Computer Aided Dispatch System (CAD), SFC Agreement No. 2017-0288-RECC/IC. Except to the extent otherwise provided in subparagraph ii, the County shall accept this payment as full and complete satisfaction of the City's obligation to contribute toward the compensation due the vendor under SFC Agreement No. 2017-0288-RECC/IC, as amended.

ii. The City has notified the County of its position that "non-RECC" software is software that does not further the purpose of the Second Amended JPA, and excludes day-to-day operation of the RECC as described by Article IV.B.1 or shared capital costs as set forth in Article IV.B.2. The County has notified the City of its positions that (1) the CAD/OneSolution Project includes software that is not dispatch software (the Non-RECC Software); (2) the ongoing maintenance, support, and other costs and fees associated with the

Non-RECC Software are not RECC expenditures; (3) those ongoing costs and fees associated with the Non-RECC Software are not covered by the Second Amended RECC JPA; and, beginning July 1, 2020, (4) the County may not have Superion, LLC provide maintenance and support to the City for the Non-RECC Software it utilizes absent an agreement between the County and City concerning the allocation of ongoing maintenance, support, and other costs and fees associated with the Non-RECC Software. This Settlement Agreement does not address or resolve the issue of what constitutes Non-RECC Software or the allocation of the ongoing maintenance, support, and other costs and fees associated with the Non-RECC Software.

B. *Radio Project Dispute.* The City shall pay the County Five Hundred Forty-Five Thousand Forty-Eight Dollars and Seventeen Cents ($545,048.17) pursuant to the Radio Project MOA and Santa Fe County Invoice No. RECCJPACapital7, dated 01/07/20. This payment shall have no effect on the City's remaining obligations under the Radio Project MOA, which remains in full force and effect.

C. *FY14-20 Capital Dispute.* The City shall pay the County One Hundred Thirty Thousand Eight Hundred Eighty-Six Dollars and Sixteen Cents ($130,886.16) in settlement of the FY14-20 Capital Dispute. The County shall accept this payment as full and complete satisfaction of any and all claims it may have against the City for non-CAD/OneSolution and Non-Radio Project capital expenditures in Fiscal Years 2014 to 2020.

2. ***Settlement Payments: Payment.*** The Settlement Payments shall be made by one or more checks within ten (10) business days of the execution of this Settlement Agreement. The Settlement Payments shall be hand-delivered to the County Manager at 142 W. Palace Ave., 3rd Floor, Santa Fe NM.

3. ***Parties to Engage in Good Faith Negotiations Concerning Replacement Joint Powers Agreement.*** The City and County agree to engage in good faith negotiations, through staff initially, concerning a joint powers agreement to replace the Second Amended RECC JPA to address, among other things, governance of the RECC, cost-sharing, RECC's interagency communications with participating governmental entities, and the inclusion of other governmental entities. The first negotiation session shall occur in July, 2020, at which a schedule for future sessions will be established. Nothing in this Section 3 shall be construed as requiring either party to agree to anything during negotiations or prejudice any party's existing rights under the Second Amended RECC JPA.

4. ***No Admission of Liability or Use in Future Disputes.*** This parties have entered into this Settlement Agreement solely to resolve existing disputes between them and to avoid litigation. In doing so, neither party admits liability or concedes any principled point in dispute between them. Without limiting the generality of the foregoing, other than to enforce the County's or City's obligations hereunder, this Settlement Agreement shall not be used in any future dispute, litigation, or arbitration between the parties as an admission or concession by either party.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement as of the dates set forth below:

CITY OF SANTA FE

By: Alan Webber Date
Its: Mayor

ATTEST:

By: Yolanda Y. Vigil Date
Its: City Clerk

APPROVED AS TO LEGAL FORM:

By: Erin K. McSherry Date
Its: City Attorney

APPROVED FOR FINANCES:

By: Mary McCoy Date
Its: Finance Director

COUNTY OF SANTA FE

By: Henry P. Roybal Date
Its: Chair, Board of County Commissioners

ATTEST:

Geraldine Salazar, County Clerk Date

APPROVED AS TO LEGAL FORM:

6/30/20

By: Gregory S. Shaffer Date
Its: County Attorney

APPROVED FOR FINANCES:

6/30/2020

By: Yvonne S. Herrera Date
Its: Finance Director

DATE: June 26, 2020 for the July 8, 2020 Governing Body Meeting

TO: Governing Body

VIA: Jarel LaPanHill
Jarel LaPan Hill, City Manager
Elias Isaacson, Land Use Department Director ESI
Noah Berke, Planner Manager NLB

FROM: Daniel A. Esquibel, Land Use Planner Senior, Current Planning Division

Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment. Request for approval of an ordinance amending Ordinance No. 1998-23 to remove condition of approval number 5, which limits access from Calle la Resolana to emergency access only for the property located at 1115 Calle la Resolana.

I. RECOMMENDATION:

Staff recommends that the Governing Body adopt the recommendation of the Planning Commission and **APPROVE** Case No. 2020-1994.

If the Governing Body accepts this recommendation, the Applicant requests that the Governing Body adopt the Findings of Fact and Conclusions of Law included in Exhibit C at this meeting due to a time limit for funding from the federal Low-Income Housing Tax Credit program..
One motion will be required in this case.

Sample motions:

1. ***Move to approve*** *the amendment to Ordinance No. 1998-23 for Case* No. 2020-1994*, and adopt the Findings of Fact and Conclusions of Law set forth in Exhibit C of the staff report.*

   or

2. ***Move to deny*** *the amendment to Ordinance No. 1998-23 for Case* No. 2020-1994*, and direct staff to revise and draft findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

On May 21, 2020, the Planning Commission granted development plan approval to construct a 46,523 square foot, 45-unit residential apartment complex on approximately 2.58 acres, located at 1115 Calle La Resolana Street. The proposed development plan included a request to remove condition number 5 of Ordinance #1998-23 restricting access on to Calle La Resolana. Adjacent Properties consist of the following:

Table 1 Adjacent properties

Direction	Zoning
North	C-2 (General Commercial) Hotel Use (Days Inn)
South	R-5 (Residential – five dwelling units per acre) (Tierra Escondido Subdivision)
East	R-5 (Residential – five dwelling units per acre) (Tierra Escondido Subdivision)
Northeast	C-2 (General Commercial) (shopping center i.e. Big 5)
Northwest	C-2 (General Commercial) (NAPA Auto Parts)
West	C-2 (General Commercial) (A Touch of Class and CenturyLink)

The Applicant has complied with Subsections 14-3.1(E) *"Pre-Application Conferences",* 14-3.1(F) "Early Neighborhood Notification Procedures", and 14-3.1(H) *"Notice Requirements".* On May 21, 2020, the Planning Commission recommend the Governing Body approve the proposed amendment to Ordinance 1998-23, removing condition #5 from the Ordinance conditions of approval.

III. ACCESS AND TRAFFIC

The property is a Tract of land that is identified in shape, as a "flag lot[1]". The Tract has two means for providing ingress/egress onto the site. The first means of ingress/egress is part of a Reciprocal Easement Agreement, which utilizes a 38' access and utility easement which runs north through the Days Inn Hotel parking lot to an existing driveway to Cerrillos Road (Exhibit H). The Reciprocal Easement also includes easements on the subject site running north/south along the west property line and east/west along the north property line. All easements connect at the northwest corner of the Applicant's property. The second means of ingress/egress is located at the southwest portion of the property, which is a 38' wide, 209' long, stretch of the property that adjoins Calle La Resolana (55' right-of-way). Both proposed driveways lead directly into the development's proposed parking area. The Applicant has not proposed any alternative means of ingress/egress to the site other than what is identified in this Staff Report.

The Cerrillos Road Driveway is a controlled driveway allowing right-in, right-out only. Utilization of this easement and driveway through the hotel's property reduces parking to the Day's Inn. The Days Inn has 83 rooms requiring 83 parking spaces and leases 5,000 square feet of retail space to two salons and one restaurant requiring 25 parking spaces. The required combined

[1] A flag lot can be described as a tract of land or lot, where no part of the property fronts along a public or private street except for a long sliver of land acting as a driveway. The property often resembles the shape of flag.

total parking spaces for the Day's Inn and its tenants is 108 parking spaces. Using the City's ArcGIS Aerial photography, the total parking counted on the hotel premises is 113 parking spaces. If the proposed apartment development utilized the easement through the Day's Inn for primary access to Cerrillos Road, a variance to *"TABLE 14-9.2-1: Design Criteria for Street Types"*, and the hotel will lose 9 parking spaces and dip below required parking requirements by 4 parking spaces.

The second access point is off Calle La Resolana. This proposed driveway is located at the curve at Calle La Resolana, just 175 feet northwest of Calle De Oriente (public right of way). Use of this access point is controlled by condition #5 of Ordinance 1998-23, which currently restricts access onto Calle La Resolana to emergency use only.

The proposed driveway that connects the Property to Calle La Resolana raises the same natures of concerns today as it did in 1998, when the City approved a Development Plan for mini-storage units subject to condition #5 in Ordinance 1998-23. These concerns center on the hazards of a driveway located on a curve and the potential for increased traffic to Calle La Resolana.

The Applicant's proposal will use both proposed driveways as follows:

a. Cerrillos Road proposed driveway and easement through the Day's Inn property: This access will be used for emergency use only (no access from the development).
    i. The City Fire Department has reviewed this option and placed conditions of approval to address use as an emergency access, including, but not limited to, the placement of an emergency access gate at the property line with an Opticom sensor. There are no comments concerning this driveway for use as an emergency access from the City Traffic Division.
b. Calle La Resolana proposed driveway: The Applicant has acquired an easement from the adjoining neighbor directly south of the property. The acquired easement will allow ingress/egress to Calle La Resolana on the straight away between the curve on Calle La Resolana and Calle De Oriente. The acquired easement measures 28' wide and takes up approximately 643 square feet of the neighbor's property (2915 Calle De Oriente). An analysis of 2915 Calle De Oriente identified that no nonconformities are created with the inclusion of the easement and new lot access driveway. The Applicant has two different options when developing the Calle La Resolana access point: (1) purchase the area that is subject to the access easement at 2915 Calle De Oriente, which would consolidate the access into the subject property as a private driveway, not subject to the City's street design standards; or (2) develop the access easement at 2915 Calle De Oriente to meet the design standards in "TABLE 14-9.2-1: Design Criteria for Street Types" for a "Subcollector," which requires a minimum right-of-way width of forty-two feet (42').

During the ENN, members of the public raised concerns about increased traffic and vehicle crashes along Calle La Resolana.

The Applicant's Traffic Impact Analysis, Executive Summary (reference Exhibit B) for the Calle La Resolana Development Plan states as follows:

a. *"Crash data for Calle La Resolana and Calle de Oriente was obtained from the NMDOT for the years 2013 through 2017. This does not appear to be a high-density crash area."*
b. *"The additional traffic generated by this development has a negligible effect on the surrounding network."*

The City Traffic Division submitted technical review comments based on known data and the Traffic Impact Analysis provided by the Applicant, as follows:

a. "*The Traffic Impact Analysis demonstrates that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network."*
b. *"With the proposed realignment of the said driveway, the developer is able to obtain the required sight lines."*
c. *"The Public Works Department supports the proposed development plan and the proposed Ordinance amendment allowing access onto Calle La Resolana."*

The City Fire Department provided standard conditions of approval for development. These conditions are listed both in Exhibit A, *"Technical Corrections"*.

The Land Use Department requested crash data from the City of Santa Fe Police Department for Calle La Resolana starting from Cerrillos Road to just past Calle De Oriente. The following response was received form Officer Abbo *(reference Exhibit C)"*:

> *"For crashes since 2015 until present, Calle La Resolana and Cerrillos there has been 4 crashes, Calle La Resolana and Calle De Oriente I have 1 crash, Calle La Resolana and Siringo 1, and for some reason we have a crash just listed as Calle La Resolana with no cross street."*

When the City imposed condition #5 as part of its adoption of rezoning Ordinance 1998-23, the City intended to mitigate the fact that the proposed development plan incorporated a driveway on a curve with poor siting. The new development plan and proposed driveway design eliminate the prior issues associated with condition #5 and is supported by the City's Traffic Division. However, because condition #5 was attached to a rezoning ordinance, the condition runs with the land and did not expire with the previous development plan.

On May 21, 2020 the Planning Commission found that the Applicant satisfied the approval criteria for development plans listed in Subsection 14-3.8(D) "Approval Criteria and Conditions" and approved the Development Plan (Case #2019-1149. 1115 Calle La Resolana Development Plan). The Planning Commission also recommended that the Governing Body remove condition #5 from Ordinance 1998-23. The Planning Commission's approval of the Development Plan is conditioned on the Governing Body's approval of the ordinance amendment. The City Traffic Division has accepted the Applicant's Traffic Impact Analysis (TIA), justifying the removal of Condition #5 from Ordinance 1998-23. The Land Use Department recommends the Governing Body adopt the recommendation of the Planning Commission and **APPROVE** Case #2020-1994.

IV. EXHIBITS

Exhibit A – Planning Commission Findings and Minutes

1. Planning Commission Findings
2. May 21, 2020 Planning Commission Minutes

Exhibit B - February 21, 2020 Planning Commission and Packet Material

1. February 20, 2020 Planning Commission Memorandum
2. February 20, 2020 Packet Material
3. Traffic Analysis Executive Summary

Exhibit C Applicants request for adoptions, Findings of Fact and Conclusions of Law and Bill

a. Applicants request for adoptions of Finds of Facts and Conclusions of Law
b. Bill
c. Findings of Facts and Conclusions of Law

July 8, 2020
Governing Body Meeting
Case #2020-1994
1115 Calle La Resolana
Ordinance Amendment

EXHIBIT A

Planning Commission Findings and Minutes

ITEM # 20-0265

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2020-1994

Calle La Resolana Zoning Ordinance Amendment.
Applicant's Name – Santa Fe Civic Housing Authority
Agent's Name – Monica Montoya

THIS MATTER came before the Planning Commission (Commission) for hearing on May 21, 2020 upon the application (Application) of Monica Montoya as agent for Santa Fe Civic Housing Authority (Applicant).

The Application pertains to 1115 Calle La Resolana, totaling 2.4+/- acres (Property). In this case, the Applicant requests approval of a zoning ordinance amendment to Ordinance 1998-23. Specifically, the Applicant asks the Governing Body to remove Condition #5, as set forth in Ordinance 1998-23, Exhibit A, to allow ingress/egress to and from Calle La Resolana from 1115 Calle La Resolana. The Property is zoned C-2 (General Commercial District). At a hearing held concurrently with this hearing, the Commission considered the Applicant's related application for a development plan for the Property (Case #2019-1149).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. On June 24, 1998, the Governing Body approved a rezoning request from Pacific Santa Fe Properties, L.P. and adopted Ordinance No. 1998-23, which rezoned the Property from RM-1 (residential – 21 dwelling units per acre) to C-2 (General Commercial).
2. Pacific Santa Fe Properties, L.P. requested approval of the rezoning and a preliminary development plan for the Property to construct mini-storage units.
3. Ordinance 1998-23 included an "Exhibit A," which set forth nine conditions of approval that run with the land and bind the property.
4. At the time that the Governing Body approved the rezoning, it also approved a preliminary development plan.
5. The mini-storage unit project was never constructed, and the development plan expired, along with certain conditions of approval that were attached to the development plan.
6. Although the conditions attached to the development plan expired, the conditions attached to Ordinance 1998-23 remain in effect.
7. The Applicant seeks to amend Ordinance 1998-23, Exhibit A, by removing Condition #5, which provides as follows: "Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter."

8. At the hearing, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
9. Pursuant to SFCC Section 14-3.19(D)(1), the procedures for a substantive amendment to a final action are the same as those that apply to a new application.
10. The Santa Fe City Code ("SFCC") Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
11. A pre-application conference was held on May 30, 2019 in accordance with SFCC Section 14-3.l(E).
12. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
13. Pursuant to SFCC Section 14-3.l(F), an ENN meeting was held on March 9, 2020 at the Genoveva Chavez Center, 3221 Rodeo Road, Santa Fe, New Mexico 87507. The ENN meeting was attended by a representative of the Applicant and two members of City staff. Approximately 48 members of the public attended. Residents had concerns about traffic and pedestrian impacts, crime and safety, the large number apartments and over population of the neighborhood.
14. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
15. Staff recommended that the Commission should recommend that the Governing Body grant the request to amend Ordinance 1998-23 by removing Condition #5.
16. Pursuant to SFCC Section 14-3.5(A)(1), any person may submit a written request for rezoning, along with all submissions required by Chapter 14 and any other necessary information requested by the land use director.
17. Pursuant to SFCC Section 14-2.3(C)(7)(c), the Commission shall review and make recommendations to the governing body regarding rezonings.
18. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
19. SFCC Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
20. Most of the approval criteria in SFCC Section 14-3.5(C) are inapplicable to a request to amend the conditions attached to a prior rezoning ordinance, and the SFCC does not provide specific criteria for evaluating a request to amend such conditions.
21. The Commission finds that the rezoning criteria are intended to ensure that the public interest is not harmed by the rezoning, that development under the new zoning will serve the public more than development under the original zoning, and that infrastructure can handle or be modified to handle the proposed new development
22. In this case, Condition #5, as adopted with Ordinance 1998-23, was associated with a development plan that incorporated a poorly designed driveway, which was situated on a curve with poor siting.

23. The new development plan proposed in Case No. 2019-1149 includes a proposed driveway design that eliminates the prior issues associated with Condition #5 and is supported by the City's Traffic Division.

CONCLUSIONS OF LAW

Under the circumstances, and given the information provided in the staff report and exhibits, and the evidence and testimony submitted during the public hearing, the Commission CONCLUDES as follows:

1. The Governing Body should amend Ordinance No. 1998-23, Exhibit A, by removing Condition #5, which provides as follows: "Access from Calle Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter."

WHEREFORE, IT IS ORDERED ON THE 21st DAY OF May 2020 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the proposed zoning ordinance amendment requested in Case #2020-1994 by amending Ordinance 1998-23 to remove Condition #5, which provides: "*Access from Calle Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter.*"

Mark Hogan, Chair Pro Tem — 6.12.2020 Date

FILED:

Yolanda Y. Vigil
City Clerk — 6-15-20 Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney — May 21, 2020 Date

City of Santa Fe

Agenda

AMENDED

PLANNING COMMISSION
Thursday, May 21, 2020 - 6:00pm
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, this meeting will be conducted virtually using Zoom.

Viewing on YouTube: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most computers, mobile devices, and smartphones. A video recording of the meeting will be posted on YouTube and available for viewing after the meeting.

Attending on Zoom: Members of the public may attend the Zoom meeting on a computer, mobile device, or phone. The video conference link and teleconference number will be posted on the City of Santa Fe's Calendar of Events website at least seventy-two (72) hours before the meeting: https://www.santafenm.gov/events. The direct Zoom link is: https://us02web.zoom.us/j/83427978288?pwd=RTRJbzdDdHNaaUcvdTFpcVpjMy96QT09 and use password: 487554.

Attending Zoom by Phone: Members of the public can attend the Zoom meeting by phone by dialing:
US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
and entering the Webinar ID: 834 2797 8288

Public Comment:

- By video: A person attending the Zoom meeting by video conference (using a computer, mobile device, or smart phone) may provide public comment during the meeting. Attendees should use the "Raise Hand" function to be recognized by the chair to speak at the appropriate time.
- By phone: A person attending the Zoom meeting by phone may provide public comment during the meeting but **must** provide advance notice to City staff. Please contact Noah Berke (505-490-5930, nlberke@santafenm.gov) no later than Monday, May 18, 2020, and provide your **full name, address, and the phone number** you will be using to call in to the teleconference. Without your phone number, the chair will not be able to recognize you to speak at the meeting.
- In writing: A person may submit written public comments in advance of the meeting by email (LandUsePublicComment@santafenm.gov), by U.S. Postal Service (City of Santa Fe, ATTN: Noah Berke, PO Box 909, Santa Fe, NM 87504-0909), or by dropping off a comment at the physical drop box which will be located outside City Hall at the entrance to Land Use Lobby facing Marcy Street. Please include your full name and address, and identify the specific agenda item you are commenting on. To be included in the official record and considered at the hearing, written public comment **must** be received no later than Monday, May 18, 2020.

A. ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA
D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS:
MINUTES: None
FINDINGS/CONCLUSIONS:
Case #2019-1326. 4075 & 4085 Cerrillos Road Staybridge Variance. (POSTPONED FROM MAY 7, 2020)

E. OLD BUSINESS

F. NEW BUSINESS

1. **Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment.** Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District. (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

2. **Case #2019-1149. 1115 Calle La Resolana Development Plan.** Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District. (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

G. STAFF COMMUNICATIONS
H. MATTERS FROM THE COMMISSION
I. ADJOURNMENT

NOTES:

1) Procedures in front of the Planning Commission are governed by the City of Santa Fe Rules & Procedures for City Committees, adopted by resolution of the Governing Body of the City of Santa Fe, as the same may be amended from time to time (Committee Rules), and by Roberts Rules of Order (Roberts Rules). In the event of a conflict between the Committee Rules and Roberts Rules, the Committee Rules control.

2) New Mexico law requires the following administrative procedures to be followed by zoning boards conducting "quasi-judicial" hearings. By law, any contact of Planning Commission members by applicants, interested parties or the general public concerning any development review application pending before the Commission, except by public testimony at Planning Commission meetings, is generally prohibited. In "quasi-judicial" hearings before zoning boards, all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross examination. Witnesses have the right to have an attorney present at the hearing.

3) The agenda is subject to change at the discretion of the Planning Commission.
***Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the City Clerk's Office (955-6520) 5 days prior to the hearing date.**

RECEIVED AT THE CITY CLERK'S OFFICE	
DATE:	May 12, 2020
TIME:	11:13 AM

City of Santa Fe

Agenda

PLANNING COMMISSION
Thursday, May 21, 2020 - 6:00pm
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

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A. ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA
D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS:

MINUTES: None

FINDINGS/CONCLUSIONS: None

E. OLD BUSINESS

F. NEW BUSINESS

1. **Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment.** Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District. (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

2. **Case #2019-1149. 1115 Calle La Resolana Development Plan.** Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District. (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

G. STAFF COMMUNICATIONS
H. MATTERS FROM THE COMMISSION
I. ADJOURNMENT

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***Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the City Clerk's Office (955-6520) 5 days prior to the hearing date.**

RECEIVED AT THE CITY CLERK'S OFFICE	
DATE:	April 29, 2020
TIME:	11:11 AM

SUMMARY INDEX
PLANNING COMMISSION MINUTES
MAY 21, 2020

ITEM	ACTION TAKEN	PAGE(S)
A. Roll Call	Quorum Present	1
B. Pledge of Allegiance	Recited	1
C. Approval of Agenda	Approved as published	2
D. Approval of Minutes	None	
Findings/Conclusions	Approved	2
E. Old Business:	None	2
F. New Business		
1) #2020-1994. Zoning Ordinance Ordinance Amendment 1115 Calle La Resolana	Recommended Approval	2-31
Findings/Conclusions	Approved	31
2) Case #2019-1149. Development Plan 1115 Calle La Resolana	Approved as Amended	2-31
Findings/Conclusions	Approved as Amended	31
G. Staff Communications	Comments	31
H. Matters from the Commission	Comments	32
I. Adjournment	Adjourned at 10:20 pm	32

MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, May 21, 2020 - 6:00pm
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Planning Commission was called to order by Chair Hiatt on the above date at approximately 6:00 p.m. at a virtual meeting held at https://www.youtube.com/user/cityofsantafe.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner Mark Hogan, Vice Chair
Commissioner Janet Clow
Commissioner Pilar Faulkner, Secretary
Commissioner Lee Garcia
Commissioner Brian Patrick Gutierrez
Commissioner Jessica Lawrence
Commissioner Dominic Sategna

Members Absent (Excused)
Commissioner John B. (Jack) Hiatt, Chair
(One Vacancy)

Others Present:
Mr. Noah Berke, Planner Manager and Staff Liaison
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa D. Byers, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Land Use Department.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. APPROVAL OF AGENDA

MOTION: Commissioner Faulkner moved, seconded by Commissioner Garcia, to approve the agenda, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and none voting against.

D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS

MINUTES: None

FINDINGS/CONCLUSIONS:

Case #2019-1326. 4075 & 4085 Cerrillos Road Staybridge Variance. (POSTPONED FROM MAY 7, 2020)

MOTION: Commissioner Faulkner moved, seconded by Commissioner Sategna, to approve the Findings of Fact and Conclusions of Law for Case #2019-1326, as presented.

VOTE: The motion passed by majority roll call vote with Commissioners Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Clow voting against.

E. OLD BUSINESS:

None

F. NEW BUSINESS

1. **Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment.** Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District. (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

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Ms. Paez stated both cases would be heard concurrently

Staff Report:

Dan Esquibel described both cases as stated in the caption.

The zoning ordinance amendment will allow direct access onto Calle La Resolana Street for a 45-unit apartment complex. The second case is the development plan for the same address with all of the same requirements in place, except the applicant is asking for a 46,523 ft.^{2} building on the same acreage.

Staff recommends approval subject to conditions in the report and those listed in Exhibit 5. Four motions will be required: 1) To recommend the Governing Body approve/deny amending ordinance #1998-23 condition #5 to allow applicant access onto Calle La Resolana; 2) to approve or deny the development plan subject to conditions of approval and technical corrections recommended by staff; 3) Approve or deny Findings of Fact and Conclusions of Law for 2020-1994 presented in Exhibit B; and 4) aprove or deny Findings of Fact and Conclusions of Law for #2019-1149 presented in Exhibit B.

The applicant has complied with the development plan standards pursuant to the approval criteria within section 14-3.8(D)(1)(a) that empowers the Planning Commission to approve the plan under a section of Chapter 14; 14-3.8(D)(1)(b) approval of the plan will not adversely affect public interest; 14-3.8(D) the use and any associated buildings are compatible with and adapt to building structure and uses of the abutting property and other properties of the premises under consideration.

The applicant conducted two ENNs (Early Neighborhood Notifications) on July 9, 2019 and again March 9, 2020 for each case. Many of the concerns raised in the first meeting were also raised in the second. Staff tried to mediate but the neighborhood did not wish to meet with the applicant. If approved, the development plan will expire three years from the date of approval.

Mr. Esquibel said many letters were submitted with the application and he read them and aggregated the concerns: the blind spot on the curb where access easement was originally proposed; the entry into the property for the units; concerns of privacy and lighting as a result of having a two-story unit as a neighbor; a saturation of low income and affordable housing developments in the area and the neighborhood's ability to absorb more; accidents along the curve.

He met with the neighborhood and said he would try to get data on the accidents but was unable to get that. The neighborhood was concerned with the speed of vehicles on Calle La Resolana and the added traffic and that the cut through traffic would increase to Siringo Road. The backup of traffic in the morning and evening at the stop sign at Cerrillos was addressed. Other concerns were an increase in crimes as a result of the development and in noise.

Mr. Esquibel explained access on the curve is no longer an issue because the applicant moved the access onto the straightaway. He noted present to answer questions was John Romero to address traffic, Alexandra Ladd on housing and Geronimo Griego to talk about fire protection. Also, the applicant would make a presentation.

Mr. Esquibel stood for questions.

Vice-Chair Hogan asked an estimate of the number of letters received.

Ms. Paez said she counted 17 comments by letters. Two submissions were received from the Midtown Neighbors Association that appear to be identical. She would read the names of those who commented into the record during public comment and provide a pdf of comments to the stenographer to include as an exhibit to the minutes.

Mr. Esquibel added he had counted about 136 signatures on the petition.

Applicant's Presentation

Monica Montoya, 726 Gregory Lane, Santa Fe was sworn. She is a land use consultant representing the property owner, Santa Fe Civic Housing Authority (SFCHA). With her was Ed Romero, Director of the Civic Housing Authority, Mike Gomez, traffic consultant for the project, Tom Gifford, project architect and Chris Graiser, the attorney for the project.

Staff has reviewed the application for compliance with the Santa Fe City Code. The applicant agrees with the proposed conditions of approval and technical corrections and agrees the overall design of the project would be improved. City Council will have an opportunity to review the project ensuring conditions have been satisfied after the Commission's decision.

The application seeks an amendment to an ordinance condition #5 imposed as part of a previous, expired development approval in 1997. The applicant hopes to show the conditions specific to this residential use and the redesign of the entrance off of Calle La Resolana complies with City Code and is supported by staff and will work. Most important, the applicant hopes to show that the proposed community will be a welcome addition to the neighborhood.

Santa Fe Civic Housing Authority is local throughout Santa Fe. This unit will add to their housing inventory and increase opportunities for additional affordable housing. The community will primarily be for families with children with a mix of two- and three-bedroom units. La Resolana is a 2019 NMMFA LIHTC award winner and will meet all provisions and requirements for MFA mandatory design standards for multifamily housing.

The location of the property and its relation to the neighborhood was shown on screen. There are many amenities in close proximity, including schools, shopping, employment, recreation, transportation etc. The project is behind the Days Inn Hotel and barely visible from a street. The City zoning map was shown. The General Plan references the subject project as a residential use density of 12-29 units per acre. A General Plan amendment is not part of the application because the applicant is in compliance.

The plan also complies with the General Plan policies. The project promotes compact urban form and efficient use of public infrastructure and services. Zoning district for the property is C2, allowed primarily for commercial uses similar to those along Cerrillos Road, however, also allows multifamily use. The City also set a precedent for high density residential zoning permitting 21 units to an acre on the property to the east of this site. This project's density is 17 1/2. A list of commercial uses along Cerrillos Road were noted as also allowed by C2 zoning. The applicant Proposes the multifamily units would be a less intense use than the currently permitted C2 zoning.

The site plan has six strategically placed buildings around a plaza, two small parks designed for children that include age appropriate play areas. The design incorporates a multi-building theme with a townhouse typology rather than traditional stacked units above and below each other. Each unit has a private front door entry and private backyard. This is a two-story rather than three-story seen typically for stacked type homes and open space areas reduce the scale. The design provides safe and easy access from parking to the dwelling. A sidewalk connection to all common amenities and a public sidewalk network are provided and an essential area for mail pickup.

Ms. Montoya explained primary access proposed is off of Calle La Resolana. Emergency access is at the north end through the Days Inn parking lot and an existing easement that is gated. The applicant was asked why access from Calle La Resolana is important. It is mostly because they feel Cerrillos Road is not an option except as an emergency exit. The traffic on Cerrillos Road is prohibitive and dangerous for pedestrians.

She said they are asking for the Commission to see that this is a better option. The entrance is a primary feature of a development that says a lot about the character. It defines the community. The applicant hopes to achieve that with an entrance off of Calle La Resolana.

Ms. Montoya showed the original access design configuration presented in 1997 on screen. The design drew criticism from the City Council who questioned the visibility to oncoming traffic exiting the community. The revised design was displayed. Ms. Montoya noted the new design provides enough space for visibility, connects to a sidewalk network, allows room for landscaping. Most important is it meets the traffic design standards.

Condition #5 was intended for commercial development 20 years ago and issues at that time do not exist today or apply to this residential use.

Ms. Montoya said the current application is in compliance with City Code for residential development, is less intense than a storage unit use. The use of Cerrillos Road posed a problem as an access to the residential subdivision. A hotel operation exists between the subject property and proposed residential development and access is through a prescribed easement via a hotel parking lot. That is not appropriate to a residential development. It is a driveway, not a roadway and poses a danger to drivers as well. The use of the north driveway would be problematic for the hotel property and bring it out of conformance with the ordinance. And a TIA (Traffic Impact Analysis) would not support that as a primary access. Ms. Montoya displayed a diagram for a proposed access that would resolve the traffic exiting off of Calle la Resolana. The driveway and street alignment were designed so visibility meets the minimum traffic design standards.

The architectural design incorporates contemporary pueblo style forms in a geometrical manner. The prominent exterior materials are stucco in earth tone colors. The architectural theme exceeds the requirements for a multi-family project and all residential units' backyards are enclosed with a masonry and stucco fence to provide children a safe play environment. The common walls between the residential units are mixed bedroom/baths and reduce sound transmission. Each unit has a washer and dryer hook up.

Ms. Montoya said discussions began in June 2019 through personal meetings, phone calls and correspondence, followed by ENNs July 9, 2019 and March 9, 2020. Both were well attended with intense discussions that brought about improvements in design. The applicant agreed to meet with the neighborhood and provided them with early designs even before officially submitted to the City.

A list of the major neighborhood concerns raised were shown that include: *the massing and scale will provide less security and encourages gathering in the parking area.* The applicant changed the design to a two-story townhouse, even though three-story is permitted, to reduce scale and increase open space and yard space for residents. Some concerns were the impacts that neighbors had experienced over the years from other uses, in addition to flooding from neighboring properties. The applicant agreed to talk with the City about those concerns on the behalf of the residents. Traffic was also a concern; speeding on Resolana and traffic cutting through from Cerrillos Road to Siringo Road to Resolana. There were also collisions through neighbors' walls. The applicant hopes that their reconfiguration of the access to Resolana will resolve some of those issues.

Ms. Montoya said the applicant learned of a City program for installing traffic calming if 80% of property owners fronting the street approve. The program options are a traffic circle or speed bumps and the applicant agrees to sign on as part of the 80% required to make that an option.

Ms. Montoya introduced Michael Gomez who presented information on the TIA and traffic study responses and Ed Romero who would close the presentation.

Michael Gomez, 1599 S. St. Francis Drive, was sworn. He works for Santa Fe Engineering Consultants. He explained the process when starting the TIA, they met with the City Traffic Engineer, John Romero. He said Mr. Romero requested traffic counts at Calle La Resolana intersection and Calle Oriente and of Siringo Road and Calle La Resolana. The northern portion of Calle La Resolana is strictly commercial access and beyond the driveway to the south is the residential access.

They did traffic counts from 7:30 a.m. to 830 a.m. and traffic counts when schools were in session. In the morning there were only six cars making a left turn onto Oriente and five cars exiting onto Calle La Resolana. John Romero requested a speed study and results shown was that the average measured speed was 38 mph; low was 20 mph and averages 24.8 mph and the speed limit is 25 mph. Calle Oriente was analyzed for service at level A, excellent capacity. They saw levels of service A, B and C for morning and evening peak hours out of a range of A-F.

Traffic accidents are also a concern. The last five years of data from NMDOT was pulled from 2013 to 2017 and showed one accident at the intersection of Calle Oriente with a non-serious injury. On Siringo traffic volumes are higher and accidents vary by year and there were no accidents in 2015, but 4 accidents in 2017. Very few accidents happen in this area.

Mr. Gomez said people are asking how much traffic will be generated by the development. The analysis shows 22 cars in the a.m. and 29 in the p.m. with 8 cars making a left turn into the site, and 10 cars coming from the other direction. This is not a big traffic generator. They raised the traffic levels 1% a year and ran levels of service both with and without the development. The difference in the two is negligent. The increase of delay at intersections is less than a second and levels of service remain the same as without the development.

The analysis looked at all locations bound in by Calle La Resolana, Cerrillos Road, Clark Road, and Oriente. An improvement was made at Cerrillos Road to prohibit left turns off of Resolana onto Cerrillos Road. Comments made were that people take shortcuts off Clark Road to Siringo and this is a factor with that. Photographs were shown of the parking the easement that abuts the wall of the existing building at 25 feet x 35 feet wide to get to the property. The potential for that to be considered a public road, would require the road to meet City standards of 42 feet wide. That would not be possible.

There is a shared parking area in the corner with a total width of about 35 feet with a 25-foot easement. A photograph looking north to Cerrillos Road was shown to highlight a problem of making ADA and pedestrian accessible routes from the site to Cerrillos Road. They would not fit the required width of roadway required by City Code. Even with

the reduced traffic due to COVID, a right turn into the driveway of the complex during peak times would not be possible. It would be worse when traffic returns to normal.

DOT and the City enforce the distance between driveways, and this would not meet Code. Other possibilities were suggested such as extending Siler Road. Without acquiring the property and demolishing the building there now, it is not possible to make that an access. He described other areas considered and explained the City and DOT follow guidelines published by AASHTO (American Association of State Highway Transportation Officials). AASHTO sets the driveway standards at a distance of 280 feet. They met with the hotel property owner to develop an easement using the hotel land. The applicant agreed to rebuild the owner's walls, gates, and fences to provide a visual line of sight for cars backing out. They would also rebuild a wall to meet the vertical sight distance required.

Mr. Gomez turned the floor over to Ed Romero.

Ed Romero, 3456 Via Magdalena, Santa Fe, was sworn. He said the SFCHA has been in operation for 58 years. In the last 10 years they have completed seven tax credit projects and are currently in the construction phase of another project west of this site. They have delivered 995 LEED Platinum units to residents at a capital cost of $130 million over 10 years. This project cost is about $12.2 million, $3.4 of it from home loans. Santa Fe Civic Housing Authority will be significantly invested in the project as is the City that provided pre-development funds.

A tax credit award of $6.6 million was received with over 60% of the total cost of the project free for meeting the requirements to maintain the site for the next 45 years. The project will be affordable at or below 60% AMI (Area Medium Income) for families for 45 years. Also significant is that 11 units target 30% AMI families. The project should create about 200 jobs, many of them local, as well, architects, engineers, legal, development services. Many of the subcontractors are local, and their General Contractor is from Santa Fe. The project provides about $750,000 in GRT (Gross Receipts Tax).

Ed Romero indicated they will lose the $6 million in funding if the project is not approved for 45 units. A great thing about this project is it will add 45 new low-income, not income restricted, units for another 45 years. All the SFCHA projects go through an extreme financial vetting and money is provided for replacement reserves and operating reserves in hard times, to maintain the quality of the unit.

There were concerns on the density of the project and this density is set to an amount that makes the project sustainable. There has to be enough units to have a managing partner and a management and maintenance team that works on the site in coordination to make the property safe and pay its bills, regardless of how many low-income units are provided. To make all those things work and ensure 45 years into the future, their economic of scale has to be targeted at 45 units.

Ms. Montoya thanked the Commission for the opportunity to present the application. She said the applicant's desire is to fit in with the neighborhood and be a good neighbor. They believe the development will benefit the neighborhood. Ms. Montoya stood for questions.

Public Comment

Ms. Paez repeated what was said by the Chair, whose microphone was breaking up. If there were no questions from Commissioners, he would open the public hearing and he asked her to explain the process.

Ms. Paez said the names of those who submitted written comments would be read into the record and she will provide the stenographer the PDF and emailed comments as part of the formal record. She added anyone attending on the Zoom platform is allowed to comment and there are currently 39 attendees. She provided instructions to those who wished to speak. She noted that Mr. Burke is hosting and will recognize the speaker and unmute them before they speak.

Mr. Berke added there could be no yielding of time to someone else and each participant would receive a two-minute time limit. Instructions were provided for those who wanted to comment by phone.

Ms. Paez read the names of the written commenters into the record: Dana Catron, Don Eaton and Judith Weissmueller, Richard and Marcella Griego, Wallace Haynes, Barbara Higgins, Francesca Kartas, Michele and Damon Laemmle, Sherri Lemmon, Marcia Medina, Mike & Kathy Perea, Tatiana Perez on behalf of the Members of the Midtown Neighbors Association (2 submissions with petitions), Joseph and Rosela Quintana, Frank Romero, Hazeldine Romero, Jacqueline Romero, Patricia Ann Rudy-Baese and Christopher Spratt. The written comments and petitions are attached as Exhibit "1".

Chair Hogan asked everyone to please be observant and respectful of others and keep their comments to two minutes and to silence their cell phones.

Miguel Gabaldon, Jr., 2344 Las Casitas, Santa Fe, was sworn. He appreciated the development team's efforts to provide additional reasonably priced housing, and a review of the access locations. His biggest concern is mostly the traffic impact on Calle La Resolana. He was curious about the ITE that Land Use used for the trip generation estimates because he thought they might be lower. Santa Fe Housing usually has a lot of people that live in one house and a lot of cars. He clarified that the proposed driveway relocation is *not* a straight-away, but on a tangent between two curves. There will still be sight distance issues. And for exiting traffic the sight distance may be insufficient on the south if there is on-street parking along the west side of Calle La Resolana. Also, to the north coming out of the driveway is not a 90-degree angle because there is a curve, so he wasn't sure that had enough sight distance. The que for left turning traffic into the

development will probably be more than 20 plus cars. There are often more than two cars per house and that will affect the traffic coming through. He wasn't sure they would be able to turn left. He thought it great to have housing in Santa Fe and hoped the traffic issues could be worked out.

Tatiana Perez, 1501 Calle de Sol, was sworn. She stated she worked for the Department of Files and Preservation on Development in New York and her experience allows her to see both perspectives. She said first the city preserves health and safety of the neighborhoods. Before the pandemic she drove at least 4 times a week through La Resolana and knows the curve well. Although the developer moved the easement for more visibility, traffic comes from Las Campanas, Siringo and throughout the area. She said first they need to decide if condition #5, including emergency exits, should or should not be amended to allow direct access to Calle La Resolano Street at a curve. Whether you like it or not, it is a continuation of a curve and a very dangerous area.

Rick Martinez, 725 Mesilla Road, was sworn. Mr. Martinez showed a couple of photos which are attached as Exhibits "1" and "2". One photo was of two parked cars noting that instead of 24 feet they would have 16 feet. He indicated at one point the emergency exit went straight out but now would be for hotel residents, people going in and out of the apartments and for emergencies. This is not a true emergency [access], there is no left-hand turn and the fire department would have to make a U-turn on Cerrillos. People coming out will have a harder time getting out. He asked that the request be denied.

Daniel Werwath, 1611 Camino Porvenir, Santa Fe, was sworn. He did a similar project earlier this year that was from the same funding source. He said denial of the project is not an option. If denied, the community would lose $6 million in affordable housing funding and 45 units of affordable housing. This is the most critical type of housing needed. Santa Fe has over 80% of households earning less than $50,000 a year but paying unaffordable rents and that was before the pandemic. The housing is critical because the funding has been fought for competitively across the state and this project won. It is incredibly important they do not deny the project. That would be tantamount to professional malpractice. This is more funding than the City spends in five years on affordable housing.

Mr. Werwath said he understood concerns about traffic, but the fear generated by apartment complexes is greatly exaggerated. He noted that the intersection of Zafarano Drive has over 200 units of multifamily housing and asked if anyone ever been held up there. He stressed the importance to think about the greater community need, that with the COVID crisis will be even more. He thought this the most important project the Planning Commission would see this year.

Priscilla Shannon Gutierrez,1478 Clark Road, was sworn. She brought up an issue in the March meeting that she has not seen resolved. There are two playground areas in the complex, but no one has mentioned kids on bikes and skateboards, etc. The design

of the complex doesn't allow for a lot of vehicles and the complex is expecting children to stay stationary. She asked also, what accommodations were made for disabled or deaf children. Speed bumps are fine but maybe there should be a three-way stop at the intersection. The planners didn't take into account what children do.

Ashley Hartsworn, 1556 Escondido Court, was sworn. She agrees with the proposal as well as the need in Santa Fe for more affordable housing. She was lucky to have been able to purchase a house. Ms. Hartsworn said she did that because the rents kept going up and was nearly impossible for her to afford. However, many people cannot afford to live in Santa Fe. This would be a great opportunity for more affordable housing in the City. It would be more sustainable than building outside the City and creating more bus routes, traffic and commuting. This is a great way to continue development that will start in the central area of Santa Fe and this is a great project and the architect did a great job. She hoped this is approved. The traffic concerns and those about the children will be issues in any neighborhood, whether new or existing. She is a proponent of the traffic circle to alleviate some of those issues. She would be very disappointed if this is denied because this is a great project that Santa Fe really needs.

Ute Jannsen-Kerr, 2858 Clark Court was sworn. She stated her street is adjacent to the proposed project. The loss of privacy and pollution had been mentioned. She talked to Mr. Esquibel about if this could be a one-story complex. The neighborhood is one-story, and the zoning is R-21 when in fact adjacent to the project is R-5 with one-story single townhouses. No changes were made to the plan regarding requests made by the neighborhood. The neighborhood requested reports on crime but never received anything. She requested reports from the police department and received them quickly. The area is very high in crime and the concern is it will not get better. The process overall has been interesting, but also very disappointing.

Andrew James Kerr, 2858 Clark Court, was sworn. He has lived on Clark Court for 24 years and believes the community needs more affordable housing. The neighborhood has deteriorated dramatically, homeless wander through the neighborhood. They built a fence but still experienced a home robbery and several car robberies. He thought the high-density project lacked in aesthetics and the design and drawings are irritating in that they hardly dealt with the surroundings. He thought the traffic study fraudulent; anyone taking a half hour walk could realize how dangerous it is. He agreed it would be terrible to waste the $6 million mentioned, but this neighborhood is overloaded. They are accommodating not only low-cost housing but living on the street, and it is getting worse. There are a lot of professionals who signed off on drawings that had obvious discrepancies or that avoided issues and have inconsistencies. That should be fixed now.

Robert Larragoite, 1524 Escondido Court, Santa Fe was sworn. He thought everyone was in favor of housing. However, the hearing was really to determine if the proposed ingress/egress off Calle La Resolana is adequate for the project. Ingress and egress were inadequate for the Los Arboles project with 34 residential units, and it wasn't adequate to a subsequent storage unit project. He asked why it would be all of a sudden

adequate for a 45-unit residential project. He said this is about vehicle safety. He referred to Exhibit C in the packet of a memo to Dan Esquibel from John Romero. The memo on a proposed realignment now called the Access Plan indicates the developer can obtain the required sight lines. The sight lines referred to were of vehicles leaving the project. Using the same access plan there is zero sight line for people making a left-hand turn coming in from Cerrillos Road. Additionally, a left-hand turn into the property requires a turn in excess of 90 degrees. The staff report sight analysis section under Access and Traffic states, "*It should be noted that the applicant has not proposed any alternative means of ingress/egress to the site other than what is identified in the staff report.*" He wanted the Commission to know that the neighborhood thought the applicant should propose an alternative ingress/egress.

Francesa Kartas, 2863 Calle De Oriente was sworn. She sees drivers daily that use her street as a cut-through to the area. They rarely stop at the stop signs and speeding is common, as is drinking and driving. Miniature bottles are thrown into the street and additionally alcohol is sold in three places at the intersection of Cerrillos. The line of sight on Resolana is obstructed by large delivery trucks and cars parked in the street. Cars waiting in the left turn lane on Resolana to get onto Siler have to cross three lanes of traffic. That causes the traffic on Resolana to back up and block driveways as well as the line of vision. There is no way to go left onto Cerrillos and drivers make U-turns at the busy intersection that has constant pedestrian traffic and right on red turns. There is no left turn and cars have to go to Siringo and take another route. Also, she protests that this meeting is being held virtually. Many residents don't have access to the meeting. The first ENN was very well attended. She also wanted to note at the first ENN that Ed Romero had said to someone, if the housing project didn't go through, maybe something worse would. A small group of neighbors met with the owner of the corner property to ask if she was considering selling. The owner told them that Mr. Romero had said if the project didn't go in, a 10,000 square-foot homeless shelter would.

Mark Miera, 1111 Calle La Resolana, was sworn. He lives at the corner and it is extremely dangerous. His wall, his neighbors wall, many of the neighbors have had accidents over the last ten years. The sidewalk on the proposal goes from one side of the street to the other. Pedestrians have to cross over on one street and then cross another and that isn't safe. On the Fire exit, in an emergency if they had to close La Resolana, it would not be safe to have 45 units and all of the hotel leaving out of the emergency exit. The applicant stated only 17 cars leave in the morning or afternoon and if the case, the access should be to Cerrillos Road not Resolana. He is not against affordable housing, but this is not the place. He has been there over 26 years and his neighbors even longer. The property is elevated on Oriente, so two-stories looks like three. They deserve quality of life too and possibly this could be cut down to one-story.

Sonya Miera, 1111 Calle La Resolana, was sworn. She spoke about the children who live within the 45 units who need to go to school and they had said only six cars turn left onto Resolana in the morning. She thought the amount would be a lot higher because

to get to any of the schools you have to make a left turn whether Siringo, Kearney, Milagro, or Santa Fe High. Six cars turning left in the morning is not going to happen.

Christopher Spratt, 1501 Calle del Sur, was sworn in. His first issue is the traffic on Resolana. That is already a dangerous intersection, and this adds more danger by putting an egress. Second the issue of overcrowding and the problems that brings. He rides a bike on Resolana almost every day and drivers coming off of Cerrillos do not look. He has almost been hit several times and can only imagine what the egress will bring. There will be injuries and death and accidents. On the overcrowding issue, the neighborhood is already crowded with homeless. They see needles in the street, and broken bottles and the low-income project will add to that and make things worse. He urged the Commission to rethink the project that is much too small for 45 units. In regard to the comment that the project has cost a lot of money statewide and important it be approved. He said number one, he doesn't care how much money went into this. That is the State's foolishness. It is critically important to him that this project *not* be approved.

Cecilia Hasson, 1499 Clark Road, said her husband will also speak. They are both against the project because it is too much for the neighborhood. They can't tolerate the traffic and everything that goes with it.

Roderick Hasson, 1499 Clark Road, was sworn. He said something doesn't smell right. They had the first ENN and everything was going forward, but the neighborhood was against this. All of a sudden, there was a turn-about. Three months ago, the neighborhood found the ordinance that has been mentioned. He asked where is the City of Santa Fe in helping the neighborhoods on the double S blind curve. They are hearing about a correction after the second ENN, but for 9 months everything was hunky dory. The neighbors had to find the ordinance to block this. What the applicant is doing is not enough. He added he is not against neighborhoods of this type, but this is not the neighborhood for a housing unit. They are saturated with low-income housing and could almost say they are redlined in this situation with the City of Santa Fe. A mile and a half to the north and a mile and a half to the south are low-income areas and now this project.

Curtis Lardy, 2838 Calle de Oriente, was sworn. He feels this is a health and safety issue. There are ideal places for housing projects, but this is not one of them. In regard to the traffic, the access off of Calle La Resolana will be too tight of a corner and left-turn traffic will definitely be an issue. The other topic he is most concerned about is the emergency exit through the Days Inn property. That is not an adequate path and as mentioned, realistically be more like two cars per unit. That would be 90 cars that would be exiting when the Fire unit would be coming in. He couldn't see how the gate could handle the traffic and people would need to evacuate from the area. This is 2020 and they have not only fires, and EMS incidents, there are material spills and active shootings; two of which occurred in the last 24 hours. An incident like that could block the exit and all of the traffic would be exiting through the Days Inn property and making a right on Cerrillos at a signalized intersection. To him, that just isn't safe.

Melynn Schyler, 211 Corona Street, was sworn. She said as a director of a nonprofit she is in a unique position. She serves marginalized youth and their families. YouthWorks is an organization that helps house people evicted or homeless or struggling. They were not set up as housing but in the past four years had to step up emergency activities to help with winter shelter. Now they regularly, the Affordable Housing Trust Fund assists regularly in placing clients who are in need and at risk of homelessness. She added there is no way they should not seek ways to house more people affordably in Santa Fe. Most of those who come through are seeking assistance are working and still cannot afford a place to live. She highly recommends the project be approved and believes the traffic issues can be resolved. All of the neighborhoods are impacted by homelessness and everyone has to accommodate. This year to date, YouthWorks served 142 people with housing issues and about 80 last year. She implored the Commission to make sure the project goes through.

Chris Jones, 1503 Calle del Sur, was sworn. She mentioned the air quality issue. They are impacted daily by vehicles idling and racing engines in the Coronado Condos. The air quality in her backyard is hideous and now there is going to be another low-income housing, that will affect the surrounding neighborhoods, it is not fair. She noted that the person who mentioned that all of the neighborhoods need to make sacrifices - they do want to support affordable housing. But she doesn't see housing like this going up in 87501, where that caller lives. This neighborhood is affected disproportionately. She asked that they not let this go through - it is not at all critical.

Kim Shanahan, 51 Herrada Road, was sworn. He said it doesn't get any better than Ed Romero and the Santa Fe Community Housing Authority. Ed and the authority are the best that could be imagined as a developer for Santa Fe. Ed is the most sustainable and produces projects that are exemplary. He said because Ed represents some of the most challenged in the community, he is challenged. Otherwise they would let him do just about anything he wanted. He thought this a fantastic project and it is in an area that is a concentration of more low income, but Ed and the Housing Authority will do a great job. He urged the Planning Commission to approve the project so they could proceed expeditiously.

Commissioner Hogan closed the public hearing, but upon learning of another speaker, he reopened the public comment portion.

Liz had technical difficulties and Chair Hogan gave her the option to call in.

Josie Butler, 1281 Cerro Gordo Road, was sworn. She said now more than ever affordable housing is necessary throughout Santa Fe. She works for New Mexico Interfaith Housing and would stress how important this project is, even before the virus. The Housing Authority has a complex on Cerro Gordo Road for low-income. It is on a curvy road in a neighborhood that wouldn't be classified as common. But the complex is welcomed in the neighborhood and added great strength. Affordable housing should be

welcomed all over Santa Fe. It is important to look at the overall picture and find a solution that allows more affordable housing in Santa Fe.

Commissioner Faulkner asked Ed Romero how he contends with or mitigates crime within the apartment complexes.

Ed Romero said all of the tenants are guided by the lease requiring a safe, sound neighborhood for residents. The process if someone is in violation, is to give them 7, in some cases 10 days to correct the action. A second violation of their lease provides them with another 7 or 10 days to correct the action and they would be subject to eviction. They are proactive and regularly look at police reports and tour the site during odd times in a 24-hour period. All of the residents go through a screening process some get background checks and they verify their income through W-2s, etc.

Commissioner Faulkner asked Alexandra Ladd for a guesstimate of how many affordable units are in the area and how they compare to other districts/areas in the City.

Ms. Ladd said throughout the City there are about 2700 units as a complex. District 1 has 13%; District 2 has 45%; District 3 has 19% and District 4, where this property is located, has 22% of units. Coronado Condos are not included because they were not subsidized as rental housing initially. District 4 out of the 600 units, most are for elderly. This particular area has over 300 senior units in the vicinity with a little less than 300 family units.

Commissioner Sategna asked Mr. Esquibel about his comment of 42 feet to meet requirements for sidewalks and gutters. The plans do not appear to include those as a requirement. He asked if that was required or are there conditions that would remediate that if they are required.

Mr. Esquibel explained if a bi-lateral ingress/egress for the proposed driveway through the hotel, Chapter 14 would dictate the width. And it depends on the number of units. The easement agreement identifies a 38-foot width, not 25 and requires a 9 ft. drive a total of 18-foot-wide surface area with curb/gutter, parkways, and sidewalk. The easement is not adequate to support that at this time.

Commissioner Sategna confirmed that the requirements are applicable to the ingress/egress proposed at the intersection of Calle La Resolana. The plans don't appear to show the sidewalks that are required have been presented. He asked if that would impact the approval or if a condition could be proposed before a recommendation to the Governing Body.

Mr. Esquibel explained he forgot to include the conditions and was hoping to include those before a motion was made. They do have to meet the infrastructure design requirements. The applicant has proposed something, but he couldn't comment at this time without seeing more detail. A condition of approval allows the applicant to work with

staff and there are options that would allow the applicant to meet the standards. They could possibly consolidate the property into their lot to become a driveway to their property and not be required to meet the standards. It would be off of a public street.

Commissioner Sategna noted the applicant mentioned there was only a 25 foot easement but Mr. Esquibel mentioned 38 feet. The conditions required for the project for ingress/egress cannot be met along the hotel. The information in the packet from the inclusion of condition #5 is that the Council, *"adopted various traffic mitigation measures when reviewing the condominium project that was previously proposed"*. He confirmed that the only thing proposed now is for an emergency access for the project along the hotel. He asked if, given the previous concerns by the former Governing Bodies, if possible this could be a path of egress for residents and one of ingress for emergency use.

Mr. Esquibel clarified the Commissioner was asking about the easement through the hotel property. He showed the easement on-screen through the property. That would address a 38-foot access but looking at the site requirements associated and the measured distance it was difficult to say where the property line is. Measuring from the landscape area at the curb, the distance is about 31 feet; measuring from the back of curb to the building the distance is about 38 feet. The parking area takes up part of the driving area and that measures about 20 feet. To utilize the area as ingress/egress, they have to meet the requirements for Chapter 14 for the number of units.

If parking weren't allowed, they could go to 42 feet wide for a minimum right-of-way. He thought they could not meet the requirement without variances or alternative means of compliance to go through that access point. Chapter 14 doesn't address issues of one-way street in regard to whether it could be an exit. He would rely on Mr. Romero's expertise for that. It may be possible to parallel park some spaces and meet Fire requirements for emergency access, but the Commissioner would have to ask the Fire Department. He thought there wouldn't be enough room to meet a bilateral access point into the project.

Commissioner Sategna said following up on his interest in the intent of the original City Council, he asked John Romero, related to a path of egress for residents along the hotel. It was pointed out that it cannot meet requirements for ingress/egress. He asked if there could be a potential exit, since there is already an easement for the property, to use the fire gate as an exit path for residents, while at the same time for Fire to use the gate as a path of ingress for emergencies.

John Romero replied that he wasn't sure what that would accomplish having an egress there. His experience in doing one-ways to manipulate traffic is that people ignore them. They did that on the north rail yard project with access onto Baca Street. They found that people who were going to cut through did so anyway. He wouldn't recommend that because it goes through a hotel parking lot opposed to going on to sub collector type road and Resolana would be better for that.

Commissioner Sategna asked if there is already a gate, if the gate could restrict only cars of residents exiting, not entering, with the exception of Fire vehicles.

Mr. Romero indicated emergency gates can only be operated by firefighters and it would not be an emergency gate if residents had access. He was not sure what that would resolve; it just eliminates the right out onto Cerrillos.

Commissioner Sategna explained he was trying to mitigate the traffic congestion raised as an issue by the community and from the minutes of the Council meeting. The minutes mentioned various traffic mitigation measures were adopted. He is looking at additional cars from the community and having only one path in and out, could be eliminated by creating another one-way path of egress only.

He noted that this project is different than the previous proposed and a new easement was created by a neighbor. The driveway access would be directly onto the road where it is not accessing onto a curve. Given what Mr. Esquibel mentioned earlier and that the current plans don't show the 5-foot sidewalks required on both sides, if the road has to shift, is there any reason the lines of sight would be impeded and the project could not be approved.

Mr. Romero said he couldn't answer without that design. If it was a condition that those amenities to the driveways had to be provided, part of the condition is to reevaluate site distance to ensure it meets criteria.

Commissioner Gutierrez asked if Mr. Romero had a chance to look over the traffic study and agreed it would generate about 17 cars for the morning traffic.

John Romero agreed with the study. They have discussed before that people feel like every house has two cars, etc., but the reality is all of the vehicles for each house are not leaving and returning all at the same time. They look at morning rush hour and p.m. rush hour and there is not 17 cars total exiting. It is 17 cars that are exiting in the morning rush hour. Rates change with ITE depending on the types of housing. Detached housing creates more peak hours, condominiums and apartments create less. A lot has to do with demographics. People living in detached houses work more 8-5 jobs and people in apartments or condominiums may be in the hospitality/tourism field. Different contributing factors is why the number of cars coming and going is not a simple two cars per unit.

Commissioner Gutierrez asked in regards to the ingress/egress if he knew of anything that could be done with x amount of easement. He wanted Mr. Romero to consider whether there could be more than just a fire gate at the area.

Commissioner Gutierrez noted that all projects are assigned architectural points, and someone mentioned this project is not appealing. He asked the number of points needed and the number achieved with this development.

Mr. Esquibel said the applicant provided a preliminary points analysis and most of the detail is captured at the construction phase. Staff ensures in the review that the applicant hasn't steered so far from Chapter 14 that it would take an exorbitant amount of money to address the needs. The applicant could elaborate on their final design but their preliminary numbers at this point are in line with Chapter 14 at the time of building permit.

Commissioner Gutierrez asked Ms. Montoya to respond.

Ms. Montoya replied for a residential community the Ordinance for this project requires 105 architectural points and the applicant has 230. The Ordinance is mostly about colors, materials, creating variations in walls, etc. and the building does all of that.

Commissioner Gutierrez stated most of the buildings the applicant is doing are LEED Platinum. He asked about that standard.

Project Architect Tom Gifford, 1709 Paseo de Peralta, was sworn. He explained they haven't finalized the LEED points but are shooting for Silver or Gold certification.

Commissioner Gutierrez asked Ms. Montoya if correct there would be no natural gas in the project and if not using natural gas is it using up UV sources with electric heat, cooking, etc. He asked if that is the case if they considered energy and conservation such as solar.

Mr. Gifford replied they believe electricity to be a sustainable project and much of the PNM is generated solar. Heat pumps are used for heating which is a very efficient heating/cooling system and the appliances reduce the electrical load. All of the light fixtures are LED including outside, which reduces the electrical load. They are very conscious of energy usage and have to be to meet the lowest standard of LEED Silver. Currently this is not a solar project because they don't have funding for solar panels, but it would be solar ready. If they could fit them into the project, they would consider that.

Commissioner Gutierrez asked on Kearney, the school that was affected, if they decide to close the school would there be an alternative.

Ms. Montoya explained communications with the school were primarily for those that would serve the project based on current districts. The response she received from the schools is that they adjust the school district boundaries based on populations. There is a possibility for redistricting. They talked with the schools early in the planning to ensure the schools were able to accommodate the kids from the housing developments.

Commissioner Gutierrez ask if the security patrols mentioned were employees.

Ed Romero replied they do not use companies to monitor the properties. They use employees and staff to drive by as they note things that are happening. If there is an issue they do regular drive-throughs, but they haven't found security companies beneficial. Their practice is to catch violations and give people time to correct them or be at risk of losing their lease.

Commissioner Gutierrez asked if employees or staff have been sent out at all hours.

Mr. Romero said yes, they have a 24-hour hotline for emergencies, and they will go out if there is a need to respond and they will respond when dealing with issues in the middle of the night if needed.

Commissioner Gutierrez asked Mr. Esquibel to elaborate on the number of parking spaces with and without the easement.

Mr. Esquibel explained the number of parking spaces includes both lots in the area. The parking spaces referred to would be along the western line of the property and as the easement went through the area, the 38-foot easement is up against the property line. All of the parking spaces would be lost, about nine, along the western property line. Losing the nine spaces would take the hotel to below the minimum standards by about four spaces. He used the services of Leonard Padilla in the GIS department for the numbers.

He further explained the difference between the requirement of Chapter 14 and what the hotel would lose is a difference of four spaces. Those four parking spaces put them below their standard requirement for retail use for the number of units in the hotel.

Commissioner Gutierrez asked about a remedy to avoid the hotel getting into a noncompliant position.

Mr. Esquibel responded the hotel could submit a letter for a waiver to the Land Use Director. Whether they would find in their favor would be based on the information presented by the applicant.

Commissioner Gutierrez thought the slanted parking spaces a hindrance that should be addressed to have an emergency entrance.

Commissioner Garcia noted on the exit on La Resolana, the sight was mentioned on the right-hand turn out. The study appeared to be done more to the left. The left-hand turn-out is probably more dangerous, and now even more with the change in the right-hand turn onto Calle La Resolana. He asked if the study was done for sight on the right-hand turn.

John Romero said the angles were not necessarily right or left, it is the ability to see right or left as you make either a right or a left turn. Making a right-turn only, the

triangle going south is the view a person should see turning right. Making a left, they have to see both triangles going both directions.

Commissioner Garcia confirmed the right-hand turn isn't as dangerous as making a left. He asked the requirement for the road going in and out of the development on Calle La Resolana, and with the minimum requirement, if they add sidewalks as required by City Code.

John Romero explained they were referring to the placement of the sidewalk on that access and how that affects sight distance.

Mr. Esquibel showed a diagram of Chapter 14 sub collector roads, the sidewalk, landscape, curb and gutter and two 9-foot driving paths. He said if parking is included standards adds a 50-foot right-of-way and another 6 feet.

Ms. Montoya replied she thought requirements for that roadway would be ruled as a driveway, not a street. That would mean its current width was appropriate and satisfactory to City Code.

Mr. Esquibel said that was not his assumption.

Ms. Montoya suggested, as a condition of approval, the applicant could look at that more closely to be sure they are complying with the Code to staff's satisfaction.

Chair Hogan thought that was also recommended by a Commissioner, as well.

Commissioner Garcia thought the property seemed pretty locked in and difficult. It would be difficult for people to get in and out, if ingress/egress doesn't come out onto Cerrillos Road near the hotel, including those that travel Calle La Resolana every day and living in the community.

Commissioner Faulkner asked on Condition #5, if there was street parking along Resolana would that impact traffic flow.

John Romero answered whether that impedes sight distance would pertain to if they were heading south and only if someone parks right on the curb.

Mr. Burke interjected that on-street parking is not allowed on Calle La Resolana.

John Romero showed on screen the location someone would have to park to affect the site distance.

Commissioner Faulkner said related to condition #5, she didn't see conditions in new ordinances related to that. She asked why they were done in the past and not now.

Ms. Paez couldn't answer because of her short tenure at the City. She recommended those kinds of conditions be attached to a development plan or subdivision plat. A C-2 Zoning Ordinance can have a wide array of permitted uses, but intensity and requirements vary hugely. She would recommend planners and the DOT team recommend conditions more associated with the development. often a different development will have different conditions and it is easier when you don't have to amend an ordinance. There is, however, an added protection that it sticks to the land as an amendment and has more staying power.

Commissioner Sategna addressed Mr. Griego from the Fire Department. The ingress along the hotel has 9 spaces. He asked if those would have to be removed to allow emergency equipment through the area and designate that as emergency ingress.

Mr. Griego explained the requirement for a fire lane is 20 feet minimum and that would be required between the building and the back of the parking spaces. It would be easier from an operational standpoint not to have to deal with that in an emergency.

Commissioner Sategna asked Mr. Esquibel if he had confirmed the distance from the back of the parking lot and the building is less than 20 feet.

Mr. Esquibel said he did not. He would need the applicant to provide those measurements, so they are more accurate than using the IMS.

Commissioner Sategna asked a guesstimate of the IMS measure.

Mr. Esquibel replied it varied between 18-20 feet from the edge of the car to the building and would be difficult to get an accurate number without the applicant bringing them in.

Chair Hogan asked if anyone from the applicant's team knew.

Ms. Montoya replied she was consulting with the traffic consultant.

Commissioner Sategna noted an easement already exists and the hotel to the north put parking spaces in an easement that could be accessed by the hotel and the property. They also included parking on the property. He asked if the applicant would be open to creating an additional path of egress for residents to avoid having to rely just on Calle La Resolana. It would satisfy the requirement as an access for emergency use if the fire gate is allowed to prevent residents from coming in, but allows them to exit. He asked if the applicant would be open to that.

Chair Hogan asked to hear from the applicant. He thought it might create a security issue and John Romero had said exiting through the gate doesn't accomplish a lot. It would be all right turns to Cerrillos.

Commissioner Sategna disagreed with the traffic engineer and thought an additional exit for residents would mitigate the traffic going to Calle La Resolana.

Mr. Montoya replied the applicant's opinion is that a resident using the north access to exit, would be doing so on a right turn only. If exiting through Calle La Resolana as a right turn only, they would not be entering the neighborhood. That is the issue they are trying to resolve. Also, they strongly feel the north access is problematic for the safety of children in the development. In addition, the Days Inn property owner is also their neighbor and the owner does not want any of the development's traffic on his property. The applicant agreed that the Days Inn access would not be appropriate in the interest of keeping balance and harmony with all of the neighbors.

Ms. Montoya also brought to the Commission's attention, the issue of traffic calming on Calle La Resolana. Installing speed humps and possibly a traffic circle at the intersection of Calle La Resolana and Calle Oriente could help the concerns. The applicant would possibly assist with funding that effort as a condition of approval.

Commissioner Faulkner asked Ed Romero if they would make the property manager's phone number available to residents of adjacent properties.

Ed Romero indicated that is a practice that all of their neighbors know how to get hold of them.

Commissioner Faulkner asked John Romero if they could make the traffic circle or speed bumps a condition of approval.

John Romero replied they could but should include a caveat. He suggested the motion include the term *traffic calming* and not tie it to a traffic circle. And it should be in coordination with the neighborhood with 80% support of people who live along Calle La Resolana.

Commissioner Faulkner asked if made a condition and support of the residents for traffic calming wasn't received, the condition would be a moot point.

John Romero agreed. It would be with approval by vote and without support the applicant would not do anything.

Commissioner Faulkner agreed with the other Commissioners, to ease traffic the access should be behind the Days Inn, utilizing that easement.

Commissioner Garcia asked Mr. Griego about his comment that 20 feet is needed for access to the property for emergency. If they have only 18 feet access off of Cerrillos, but it is blocked by cars, it may or may not be. They could also have problems entering through Calle La Resolana because it is likely only 18 feet.

Mr. Griego replied Mr. Esquibel measured the access from Calle la Resolana at 20 feet coming in and on the north off GIS measurement, about 18-20 feet. The minimum requirement by the Fire Code is 20 feet. He can't control vehicles parked in that lane. Optimizing the space to the north for access could potentially be parallel parking, but he wasn't sure how the 20 feet could be maintained.

Mr. Esquibel said he would need hard numbers from the applicant. His measurement at the access easement on La Resolana is 28 feet wide. That gives a 14-foot drive surface for both lanes and exceeds standards for a sub collector road that requires 9 feet. That in some ways exceeds standards and would be more than adequate. In terms of the northern easement, they would not be able to use the parking. Parallel parking might increase the width of the drive path but would still limit use of the road. There is no road standard in Chapter 14 that addresses a one-way street or access easement. Possibly Mr. Burke has information on that.

Mr. Berke asked Mr. Griego the amount of space needed by an ambulance.

Mr. Griego explained it is just based on Fire Code, not on a particular apparatus. It might be a seven-foot width, but that is a question for John Romero.

Mr. Berke wondered about the typical amount of fire hose available.

Mr. Griego said a residential location hooks a hydrant line that has to be no more than 600 ft. to the development. Also, if the dwelling is R-2 multi-family, all of the units would have to be sprinklered per Code.

Mr. Berke asked to retract his earlier statement that Calle La Resolana doesn't have on-street parking. He needed to research that further; it *appears* it would not meet the standards for on-street parking, but it may have.

Commissioner Clow asked for clarification, first in terms of ingress and egress for the Fire Department, if one or two are needed.

Mr. Griego indicated because it is a multi-family with less than 100 units, it requires one.

Commissioner Clow asked to confirm that ingress and egress on La Resolana would be adequate.

Mr. Griego said yes, but the secondary exit proposed is primarily for emergency operations. The gate is automatic and required to open from either direction by the Opticom.

Commissioner Clow said the applicant proposed using the right of way in an emergency access, but is it *required.* She was confused because it seemed not to meet the requirements, it is not 20 feet. She asked if not, can they use Calle La Resolana.

Mr. Griego explained a secondary access wouldn't be required. Per the Code in Section D.106 Multi-Family Dwellings, projects with more than 100 dwelling units shall be equipped through two separate approved fire apparatus roads.

Commissioner Clow asked the width of the Calle Resolana ingress/egress because she heard as a road it is supposed to be 42 feet.

Mr. Esquibel explained Chapter 14 has a lot of layers, and not everything makes sense. They have to be consistent, whether the project is big or small and apply the rule as given by Code. In this case there is an access driveway that is not accessing directly from their property to a public street. The Commission has required many applicants to upgrade the private roadways and easements to meet the accommodations and bring them to standards. There are many variances the Commission has seen to alleviate that, where the right-of-way width required to expand the access was inadequate. The segment the applicant is using to cross another owner's property has to meet the requirements. They are no longer touching the public right-of-way to go onto their parking directly and it is triggered.

There is debate on that with the developer and staff. There is a lot of that standard across many lot splits taken for the Summary Committee and that was the application he applied. He followed direct links from the development plan standards to Chapter 14's infrastructure requirements. He has applied what is needed to make this compliant and hopefully that will be a condition of approval.

Mr. Esquibel noted that the applicant is providing sprinkler systems and putting a fire hydrant next to the park area.

Commissioner Clow confirmed that Mr. Esquibel was saying because the applicant doesn't own the land that abuts Calle La Resolana, that triggered a requirement of 42 feet. She asked the width of the Days Inn.

Mr. Esquibel said yes. The applicant has plenty of property to meet the standards if they abutted Calle La Resolana and would have no problems. The standards are different for a driveway into a parking lot to meet minimum standards for Fire needs. Once they travel off the property and use someone else's property, a private road, etc., for access to the property, the standards have to be met. They have to meet the 45-unit dwelling requirement for right-of-way width for access to their property. There are two options if you don't have that. A sub collector with parking or a sub collector without parking. One is a 42 foot and the other is 50 and they would then have design requirements.

The applicant has options, they had alternative means of road layouts, but they didn't advertise those. The other side is they could consolidate the easement into their property. If that were the case, they no longer have to worry about the infrastructure design because they exceed the standards for bilateral traffic onto their property. That means that easement would touch Calle La Resolana and not a factor to meet the standards.

Commissioner Clow asked if they just have easement would there be enough land to meet the 42-foot requirement.

Mr. Esquibel said he measured the proposed driveway to be 28 feet but doesn't have a number how wide that is and would have to get that from the applicant. If that is the case, they could double how wide that would be. He used Adobe measuring and couldn't see them not meeting the requirement. Their best choice would be to consolidate or have a position that allows the staff to work with them to achieve reasonable accommodation to meet the intent of the Ordinance. It is such a unique area and a unique position with their property. He thought the Commission has the authority to grant staff to work with that in alternative means of design for that access point. Staff could fit the applicant in with the requirements.

Commissioner Clow thought it technical; if they own the land it wouldn't be a problem. It seems ridiculous but she understood the letter of the law.

Ms. Paez suggested that Mr. Graiser, the applicant's attorney address the issue. They indicated earlier that they thought it possible to have the width required for the road. That would need to be reviewed by staff.

Commissioner Clow said the applicant appeared to have determined that having the ingress/egress on Calle La Resolana would not affect traffic and in their opinion, was appropriate. She has driven that road every morning and often in the evening and it is not a busy road. It could handle more traffic in her opinion. She didn't want to complicate the project by requiring them to push the easement through the hotel. That isn't necessary after hearing from City Traffic and in her experience.

Commissioner Gutierrez asked Mr. Romero to guess if a roundabout or traffic circle is possible.

John Romero explained he wasn't able to answer that now without a design. A roundabout and a traffic circle are two different things, both are typically easy to place. He suggested if the Commission was interested in traffic calming, they should make a motion and let the neighborhood decide.

Mr. Berke reminded the attendees that the question/answer box is not used for comments. It is for questions and answers and anyone abusing that privilege would be asked to leave the meeting.

Commissioner Gutierrez asked Ed Romero to elaborate on his comment, "Timing is of the essence."

Ed Romero said construction has to start by August 21st and there is City Council after this meeting and 30 days after that for Findings of Fact. That pushes them into July, and he has to close his funding equity team and have permits in place before he can begin. The City would lose $6 million of affordable housing and he would be left with a $500,000 piece of land purchased and believed to be C-2, and $300,000 of predevelopment costs. He recognized the speculative nature but said that would be a lesson for the future as a developer to take less risk.

Commissioner Gutierrez asked Ed Romero why they chose 45 units.

Ed Romero explained they first have 11 units that are below 30% AMI and are two-bedroom units that bring in about $600 a month. A 2-bedroom market unit brings in $1200 a month. That is $600 in equity they would not get for those 11 units. Also, the other 2-bedroom units will be in $900 range, still $300 less than market rate. So there again is a gap. The three-bedroom units will be about $1100, the market rate is about $1400. He has to build at the same costs as someone getting market rates and has to find a way to leverage his payments by creating soft costs. The $6.6 million is part of that and the housing authority is lending money and it is down to about a $3 million note. As he reduces units, he cannot reduce the 11 that are low income, he has to reduce the higher 60% units. That makes the project even less viable.

Commissioner Faulkner said she has questions, before a motion is made. She asked the applicant other than the ENNs if attempts were made to communicate, negotiate, or mediate with the community. If so, what was their response.

Mr. Esquibel said he couldn't speak on behalf of the applicant, but he had contacted members of the neighborhood about meeting with the applicant. The applicant agreed to mediation; however, the neighborhood did not want to move forward with that.

Commissioner Faulkner asked the applicant's response to the same question.

Ed Romero said they reached out. They felt they made a lot of concessions early on by not building a stacked three-story unit, reducing the number of units, and discussing traffic calming measures, which they are still willing to participate. If this is deemed a driveway, they will first try to push the 60% so they can push traffic calming on Calle La Resolana. It needs to be slowed down and they will back that with funds to make it work.

Action of the Commission

Commissioner Sategna asked Ms. Paez if they could make a recommendation that the easement be accessed both by the applicant and the hotel to the Governing Body to

consider as a condition of approval. Instead of the Commission making it a condition of approval.

Ms. Paez understood the Ordinance amendment would go to the Governing Body on recommendation of the Commission. The Governing Body would make a final decision based on that recommendation, which could include that type of nuance. They could include removing condition #5 on the Calle La Resolana access, and add a new condition for egress onto Cerrillos in their recommendation.

She understood in regard to the development plan, the decision tonight is a final action that would not go to the Governing Body, unless appealed. The Commission has to decide because it is a final action, if that will be a condition of approval. It could be nuanced to give staff the authority to review revised plans, etc.

Ms. Paez reminded them she recommends they not attach these types of conditions to a zoning ordinance.

Commissioner Sategna stated this would be under the development plan.

Ms. Paez thought there wasn't a Code requirement in this case for the development plan to go to the Governing Body. This is presented to the Commission as a final action. She noted the Land Use Director wanted to comment.

Mr. Isaacson said regarding the Commissioner's question and to Ms. Paez's point, he was not sure they wanted to require egress out of the La Resolana site through the hotel. However, if they want to ensure clear emergency access through that easement, he thought parking could be reconfigured. The Commission could give the Land Use Department the authority to work with the applicant on that. He was confident they could do that. But if the Commission wanted to use that as a free-flowing egress for residents only, that was slightly different and would require something different and unique.

Commissioner Sategna was interested in why the Director thought that not appropriate.

Mr. Isaacson explained that assessment is driven almost entirely by the Traffic Engineer's assessment of the impact of traffic on La Resolana. That would be fixing a problem that doesn't exist as it stands. It would further complicate the proposal by making that a requirement. It would be appropriate to request more study, but the real issue is the emergency access through the easement. The Commissioners brought up good points about ensuring the access would be available if needed. He thought with the parking arrangement there, there could be a scenario where they could have restricted access on the north entrance. There is 35 feet of clearance and they could find a parking configuration in that location or reconfigure across the side of the hotel to achieve a reduction of no more than 4 spaces. That would keep the hotel compliant with parking while providing a needed emergency access to Calle La Resolana.

Staff could achieve that by reviewing subsequent drawings and permits, etc. But if the intent is to investigate a strategy for resident travel through that access, that would be different.

Mr. Esquibel added the following condition is that the applicant work with staff to meet the intent of 14-9, infrastructure design requirements for both proposed ingress/egresses. They could iron out some disagreements with the applicant and with Legal to see if they can find a solution that meets requirements without compromising the Code and having to return to the Planning Commission.

Commissioner Sategna confirmed the condition should include evaluating the Fire access.

MOTION: In Case #2020-1994, 1115 Calle La Resolana Zoning Ordinance Amendment, Commissioner Sategna moved, seconded by Commissioner Clow to recommend approval of amending Ordinance 1998-23 condition #5 to allow access onto Calle La Resolana.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Garcia voting against.

MOTION: In Case #2019-1149, 1115 Calle La Resolana Development Plan, Commissioner Sategna moved to approve as amended, seconded by Commissioner Clow, to include Mr. Esquibel's condition as stated and technical corrections as recommended by staff.

Ms. Paez noted a request for Mr. Esquibel to restate his condition, and possibly have additional discussion.

Mr. Esquibel restated his condition that the applicant work with staff to meet the intent of 14.9 infrastructure design requirements for the proposed ingress/egress access points onto the property including Fire protection.

Commissioner Lawrence requested a friendly amendment of whether this should include the condition that has been discussed regarding traffic calming and potential commitment of the applicant to pursue and support that.

Commissioner Sategna said he was not as interested in including that. If the community, as staff mentioned, is interested in traffic calming measures, that would be up to them to pursue with the required signatures. That does not require the Commission to include that as part of the condition of

approval for the development plan. He didn't accept the friendly amendment to change the motion.

Commissioner Clow suggested a recommendation that traffic calming be explored.

Commissioner Lawrence said it should be included in a binding way. The applicant indicated they would be willing to support with the potential funding necessary.

Commissioner Faulkner asked Commissioner Sategna if there was harm in adding that to the motion.

Commissioner Sategna said no, he thought it was superfluous, but if both Commissioners both felt strongly, he would include it in the motion.

Chair Hogan asked the applicant if they agreed.

Ed Romero said that would be considered a friendly amendment. He asked for details; were they talking about $20,000 with speed bumps or would they find a traffic calming circle works, and what would that cost. He wanted to cap traffic calming at $50,000 and if over that, he would have to find additional funds. The traffic bumps could be funded individually.

John Romero added, on that point there is a caveat subject to two thirds approval of residents on Calle La Resolana between Calle de Oriente and Siringo Road.

Commissioner Faulkner asked Ms. Paez if possible, to put a monetary cap as a condition.

Ms. Paez thought it would be unreasonable to require the applicant to commit to an unknown amount. She thought it was a good idea.

Commissioner Faulkner noted point of order. A motion was made that Commissioner Sategna didn't accept. She asked if they needed to make another motion.

Ms. Montoya asked for clarification on how the applicant should proceed with the traffic calming should they be unable to secure the 2/3 of residents on Calle La Resolana needed. She asked if that meant they would not do traffic calming if the case. She could see as a process; she would send a letter to the residents along La Resolana asking their response. From that she could determine the resident's interest.

Ms. Paez suggested Commissioner Sategna and Commissioner Clow withdraw the motion and restate the motion. The conditions are written and should be added to the Findings of Fact and Conclusions of Law to be adopted after the motion.

Commissioner Sategna withdrew his motion and Commissioner Clow withdrew her second.

Commissioner Sategna asked for clarification that the condition of approval as stated by Mr. Esquibel includes that the Code applies to both ingress and egress areas - next to the hotel and off of Calle La Resolana.

Mr. Esquibel clarified his condition incorporates the intent to meet 14.9 requirements of infrastructure design and to work with staff. If the applicant cannot do that staff will work with the applicant to comply with the other access points.

Commissioner Sategna said the Commission is clear that ingress/egress does not qualify given the width for the path of ingress/egress next to the hotel. However, the potential of just as a one-way, will be covered by the condition.

Mr. Esquibel said he was correct.

MOTION: In Case #2019-1149, 1115 Calle La Resolana Development Plan, Commissioner Sategna moved to approve, subject to the conditions of approval and technical corrections recommended by staff and the additional following conditions: 1) The applicant shall work with staff to ensure that both the Calle La Resolana access and the Cerrillos Road access meet the intent of the infrastructure design standards in Chapter 14; 2) The applicant shall work with the City Traffic Engineer to poll Calle La Resolana residents between Siringo Road and Calle Oriente regarding traffic calming and a 2/3 vote in favor of a particular traffic calming measure; 3) The applicant shall contribute to the traffic calming improvements not to exceed $50,000. Commissioner Faulkner seconded the motion.

Commissioner Gutierrez asked Mr. Isaacson, regardless of whether ingress/egress through the hotel is doable or not, there is still a problem with parking. He asked if that should be added to the motion.

Mr. Isaacson understood that was covered under the condition requested by Mr. Esquibel. Ms. Paez agreed.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Garcia voting against.

Commissioner Garcia explained he does not see adequate ingress/egress to the property.

Commissioner Gutierrez said he voted in favor with the understanding that even without the ingress/egress through the hotel parking lot, the parking situation would be taken care of to provide emergency vehicle access.

Findings of Facts and Conclusions of Law for Amendment of the Ordinance

MOTION: Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment, Commissioner Sategna moved, seconded by Commissioner Faulkner, to approve the Findings of Facts and Conclusions of Law presented in exhibit B.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Garcia voting against.

Findings of Fact for the Development Plan

Commissioner Sategna asked to confirm if the Findings of Fact as stated, encompass any additional conditions of satisfaction.

Ms. Paez explained the additional Findings of Fact in the packet do not include the additional Commissioner's conditions added tonight. She thought she could sufficiently spell those out so she could incorporate those conditions for the Commission to approve.

MOTION: In Case #2019-1149, Findings of Fact and Conclusions of Law Commissioner Sategna moved, seconded by Commissioner Faulkner, to approve as presented in Exhibit B in addition to the additional conditions as stated by Attorney Paez.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Garcia voting against.

G. STAFF COMMUNICATIONS

Mr. Berke said there will be another virtual meeting on June 4, 2020. There will be two items on the agenda. He asked that Commissioners who were unable to attend email him to be excused. He will send a reminder invitation an hour before the meeting.

H. MATTERS FROM THE COMMISSION

Commissioner Faulkner thanked staff for a great job and their help.

Commissioner Sategna thanked staff, especially Mr. Esquibel.

He added regarding the previous case, to alleviate resident's concerns and address the original Council decision for traffic mitigation, he would encourage staff to work hard to find a way to create a path of egress as a potential solution, in addition to considering the existing easement. The parking spots by the hotel are not guaranteed just because they are there.

I. ADJOURNMENT

Chair Hogan adjourned the meeting at approximately 10:20 p.m.

Submitted by:

Melissa D. Byers

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

_____

John B. Hiatt, Chair

EXHIBIT 1

FW: Case #2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment and Case#2019-001149--PLBD 1115 Calle La Resolana Development Plan

BERKE, NOAH L. <nlberke@santafenm.gov>
Wed 5/13/2020 3:58 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504
Work: (505) 955-6647
Cell: (505) 490-5930
Email: nlberke@santafenm.gov

From: Patricia Rudy-Baese <patrudybaese@earthlink.net>
Sent: Wednesday, May 13, 2020 3:17 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment and Case#2019-001149--PLBD 1115 Calle La Resolana Development Plan
Importance: High

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To Whom It May Concern:

I am opposed to both of these requests for the following reasons:
1. The reason for the original restrictions not only continues to exist but have been magnified. There is no good reason to remove the restricting ordinance. Traffic and traffic issues have only increased.
2. The proposed development of 45 units is too large for the landlocked space and adds too many additional people to the existing ability to absorb the increased usage.
3. The number of units at 45 exceeds the number of 32 which we were told is the city allowable number.
4. The planned area is landlocked with only one way in and one way out which is unacceptable for both emergencies and normal usage.
5. The plans, as last I saw, shows the units looking into the yards and homes of existing residents. That's not how other developments (such as mine) are designed. There is consideration and respect for people's property and privacy.
6. 45 units will not be just 45 more people but 2 to 5 times as many. This also means double or triple the number of cars. If you walk through the neighborhoods this proposal affects you will see there is already an average of 4 or 5 cars per house.
7. This development is on the wrong side of the traffic light which means there will probably be a significant increase in traffic accidents. Cars turning left from Cerrillos to Resolana will be trying to beat the oncoming traffic that will be coming to a stop for a red light. I've already seen 2 such accidents

of this type in the past few months.
8. Air quality, public safety, public transportation and consumer services are already negative in this area and adding more people to it won't help anyone and will create future problems.
9. This isn't just a NIMBY issue from those opposed to this development. It's a health and safety issue in all possible ways. The proposed development is too large, poorly designed and too impactful for a landlocked parcel in a commercial area where other ill-conceived projects have already caused social problems and decreased property values for pre-existing residents.
10. If the common sense reasons for being opposed to changing the ordinance and to allowing this specific
development aren't sufficient.....at an evening meeng aàt City Hall about this a few months ago, the city employee
assigned to talk with us (Dan Esquivel?) came right out and told us that he will share dates and processes for our
further opportunities to express our perspectives but that we are basically wasting our time because **THIS IS A DONE DEAL** and was going to happen despite our sincere efforts and researched reasons.
This type of City politics among insiders and deal-making has already negatively affected our neighborhoods and is creating future ghe os with lost property values and property taxes.
He also promised to provide certain kinds of information and an impact statement of similar projects in the
area that exist, are approved, are underway or are proposed in addition to all of the Section 8 housing we
have. Of course, he never provided it. Thus confirming that a back room deal has been done. The affected
existing residents and taxpayers should just shut up and put up.

My full name, phone and address is shown below.
I strongly urge that the two Cases cited above be denied.

Patricia Ann Rudy-Baese

Patricia Ann Rudy-Baese, Ph.D., CFP®
Rudzinski Consulting
1500 Calle del Sur
Santa Fe, New Mexico 87507
(505) 660-2332

FW: Case No. 2020-001994-PLBD and Case No. 2019-001149-PLBD

BERKE, NOAH L. <nlberke@santafenm.gov>
Thu 5/14/2020 2:45 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504
Work: (505) 955-6647
Cell: (505) 490-5930
Email: nlberke@santafenm.gov

From: mgriego@comcast.net <mgriego@comcast.net>
Sent: Thursday, May 14, 2020 1:34 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case No. 2020-001994-PLBD and Case No. 2019-001149-PLBD

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I am submitting comments on the following cases which with be heard by the Planning Commission on Thursday, May 21, 2020.

We are very upset by the City's decision to go ahead with this hearing when the public cannot be present. Our neighborhood has many older residents that are not comfortable with virtual meetings. Seems like the City is intent on pushing this thru during a time when we have some many other things to worry about.

With reference to **Case No. 202-001994-PLBD 1115 Calle la Resolana Zoning Ordinance Amendment**, my husband and I totally oppose the change to existing ordinance.
You cannot allow traffic onto Calle la Resolana from the referenced property. Traffic coming in and out of this property will cause backups, accidents, etc. It would endanger pedestrians that have a hard enough trying to cross Calle la Resolana now much less with more traffic. Businesses located on Calle la Resolana receive many of their deliveries right on Calle la Resolana because the business parking lots are too small for bigger trucks etc. Also there is a lot of traffic generated by these businesses. Sight distance is very bad on this street and traffic frequently crosses over into other lane due to speed and sight distance. Many accidents have occurred on the this street (vehicles running into walls) My husband was hit from behind at the stop sign on Calle la Resolana as he was waiting to turn on to Cerrillos Road.

With reference to **Case No. 2019-001149-PLBD 1115 Calle La Resolana Devolopment Plan.**

My husband and I totally oppose this type of development on such a small piece of land in an already congested area. It will impact traffic on all streets in the area. The number of vehicles on these streets (not just Calle la Resolana) in already suffering with too much traffic and traffic that is going too fast. This is a neighborhood with people that walk their dogs etc,

This project will have an impact on our privacy, peace and quiet and sense of security. We live on Calle de Oriente. Our backyard would be right up against the land where the project will start. We understand that this project would use existing walls and fencing instead of allowing a buffer zone and constructing their own walls. The plan for two stories will destroy our privacy and sense of security in using our back yard. This is also a poor location for low income housing. It will effect our property values in an area that is already impacted by homeless shelter at Pete's Pets and the problem condos at Coronado.

Please consider the existing neighborhood when making a decision.

Richard and Marcella Griego
2907 Calle de Oriente
Santa Fe, New Mexico. 87507

Fwd: Case #2020-001994 and Case #2019-001149 PLBD

BERKE, NOAH L. <nlberke@santafenm.gov>
Sat 5/16/2020 6:45 AM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Get Outlook for iOS

From: Eatonsong <eatonsong@aol.com>
Sent: Friday, May 15, 2020 6:18:24 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994 and Case #2019-001149 PLBD

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To whom it may concern,

This is in response to 1115 Calle La Roselana Development Plan and the above cases

I, Don Eaton, and my wife, Judith Elfrink Weissmueller, are adamantly opposed to this entire development in our neighborhood. We are unable to attend the ZOOM MEETING, May 21st, as are MOST of the residents in our area. If this was a "gathering" of folks protesting this development, it would be packed with opposition, but since it is a "zoom" meeting, many people are not able to personally attend because of the covid19 pandemic, and also don't have zoom capability or are unfamiliar with it. This should definitely be taken into consideration when trying to measure the numbers of people who oppose this development.

We will not repeat in this email all of the valid reasons for people opposing this development, as you will hear all of the valid reasons for opposition to the development at your zoom meeting. Judith and I heartily endorse all of the reasons for opposing it.

So please register TWO NO VOTES for each of the proposed amendments in the cases listed above. That's also TWO NO VOTES for the entire development plan.

Sincerely, Don Eaton and Judith Weissmueller

Don Eaton 1487 Clark Rd. Santa Fe, NM 87507
Email: Eatonsong@aol.com Website: www.doneaton.org

Fwd: Case #2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment and Case # 2019-001149--PLBD 1115 Calle La Resolana Development Plan

BERKE, NOAH L. <nlberke@santafenm.gov>

Sat 5/16/2020 7:30 PM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

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From: Christopher Spra <vlurrg@gmail.com>
Sent: Saturday, May 16, 2020 7:07:51 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment and Case # 2019-001149--PLBD 1115 Calle La Resolana Development Plan

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To whom it may concern:

I won't go into detail about all the reasons why changing Ordinance 1998-23 and allowing this project to go through is a bad idea. You have already received plenty of communica ons from residents of the neighborhood that reference the dangerous intersec on at Calle La Resolana and Calle Del Oriente and the added danger that will be present by opening up a new conduit into this intersec on. You have already heard from the residents of the neighborhood about the significant lessening of the quality of life that will occur in the neighborhood by building a crowded residen al building in the small space that the developers have chosen. Based on the way these things usually go, I am guessing that despite these urgent pleas from our neighborhood for intelligently rejec ng this shortsighted plan based on greed, you will push this foolish project through in order to increase the city's revenue. If your job is to keep Santa Fe being a great place to live, I just want to point out that crowbarring a low-income housing project into a safe and well-func oning neighborhood in order to increase city revenue is doing the opposite of your job. The residents here care about the neighborhood, strive to keep it livable, maintain the area, and help one another by watching out for crime. By bringing an unstable and unsafe situa on to our neighborhood, you will be subver ng these efforts and forcing people to reconsider if they want to expose their families to the dangers that the project will bring. It will probably cause people to move out, and ul mately you will have a neighborhood full of people who see the fu lity of caring about the neighborhood, who will not care anymore, and you will have an increased presence of crime. Wouldn't it be more intelligent to build this housing project somewhere where it will not increase danger or make living here more unpleasant? If you do go through with this, and I suspect that minds are made up on this, there will be increased traffic accidents, injuries, and deaths as a result. You will create all the problems that come with an overcrowded living space in an urban environment – more drugs, more traffic, more ugly behavior. Try to think outside the money box for once and look at the long picture. This neighborhood can con nue to be one of the many great spaces that Santa Fe offers or it can be a hellhole serving only to fill city coffers. It is extremely shortsighted to just look at the money, which will be here for now, but once the problems set in, will go away. Why not keep the neighborhood as a great place for people to live, only allow the property in ques on to be used for non-residen al purposes, and not another casualty of bad urban planning?

Christopher Spra

1501 Calle Del Sur

Santa Fe, NM 87507-6520

Fwd: Case #2020-001994--PLBD. 1115 Calle La Resolana Zoning Ordinance Amendment

BERKE, NOAH L. <nlberke@santafenm.gov>
Sat 5/16/2020 7:29 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

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From: Frank Romero <frankdelphy3438@gmail.com>
Sent: Saturday, May 16, 2020 1:24:25 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994--PLBD. 1115 Calle La Resolana Zoning Ordinance Amendment

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Case #2019-001149--PLBD. 1115 Calle La Resolana Development Plan

We attended the meeting held at the Genoveva Chavez building when these two issues were discussed. Our adult daughters, Hazeldine T. Romero, Jacqueline P. Romero, and Jeanette F. Martinez were also in attendance. We were all in opposition to these two issues and none of us have changed our mind. The city officials in attendance commented on the benefits of the project in question.

The people in attendance at the meeting and previous meetings which were held concerning the issue have voiced their opposition to the 45-dwelling unit apartment complex for many reasons. One big concern is the traffic congestion that the 45 apartment complex will generate on Calle La Resolana. Traffic in and out of the apartments will create dangerous conditions for everyone. The present street traffic is not well regulated and some people speed through the neighborhood which lacks speed humps. Humps were not permitted by the city, because the street is designated through-traffic for emergency vehicles. The blind corner where the entrance/exit is planned for the apartment complex is extremely dangerous.

One city official present at the meetings has tried to explain that 45 units do not represent that many vehicles, but it is only reasonable that the number of vehicles can easily double with the projected low-income apartment complex. One can only imagine, based on other similar low-income apartments in the city, that the households are not realistically going to consist of three or four members per unit no matter how many rules are established for tenants. We know that enforcement of tenant rules are difficult to police and not cost-effective for the city to take care of, when there are more important issues that city officials care for on a daily basis.

Our neighborhood is relatively quiet, except for a few speeding, loud vehicles. But with the addition of 45 more units, there is no doubt that with more households in the neighborhood, there are many more issues that will make our house values less desirable. We have invested time and money to upkeep our properties for may years (in our case, 50 years), we hate to see all of this go to waste.

Yes, we are totally against amendment of Ordinance 1998-23, Condition #5 and the subsequent development of the 45-dwelling unit apartment complex.

Thank you for listening to our concerns.

Fwd: Public Comment Case #2019-001149--PLBD. 1115 Calle La Resolana Development Plan

BERKE, NOAH L. <nlberke@santafenm.gov>
Mon 5/18/2020 7:11 AM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Thanks!

Noah Berke
Planner Manager
Land Use Department
(505) 955-6647
(505) 490-5930

From: Frank Romero <frankdelphy3438@gmail.com>
Sent: Sunday, May 17, 2020 10:15:54 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Public Comment Case #2019-001149--PLBD. 1115 Calle La Resolana Development Plan

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Case #2019-001149--PLBD. 1115 Calle La Resolana Development Plan

I (attended the meeting held at the Chavez Center where city officials commented on the how such a project is going to benefit the residents in the surrounding area. Questions asked were not answered nor did the presenters seem to be knowledgeable of the effect of the project and alternate solutions to the stated issues.

One issue of most concern is the safety issues surrounding traffic and the safety of residents on Calle La Resolana. The area designated as the exit and entrance of the complex is on a curve that would no only alter the flow of traffic on the street but more importantly make it unsafe to all vehicles traveling this street. This street was designated as a through way for emergency vehicles and should remain as such.

The complex will contain 45 units, implying that families would be policed as to not exceed 3-4 members in each household with 45 + vehicles added to the already heavily traveled street. Numbers (both number of people and vehicles) appear to be greatly underestimated. In addition, builders/managers monitoring of the complex want us to believe that only ninety to 125 people with 45 -90 cars will be added to the existing traffic flow when the plans seem unreasonable and not well thought out.

I am against amendment of Ordinance 1998-23, Condition #5 and the subsequent development of the 45-dwelling unit apartment complex.

Thank you for listening to these concerns. I am hopeful that there will additional options in addressing the safety issues posed by considering the building of this complex and the effects it will have on this neighborhood.

Respectfully,

Jacqueline Romero
1714 Calle De Oriente Norte
Santa Fe, NM 87507

MIDTOWN NEIGHBORS' ASSOCIATION

To: The Planning Commission of the City of Santa Fe
Attn: Noah Berke
Planner Manager
Land Use Department
200 Lincoln Ave.
Santa Fe , NM 87504
Hand Delivery/ email delivery/Fax

Santa Fe May 18, 2020

RE: OPPOSITION TO AMENDING AN ORDINANCE - LA RESOLANA / 1115 CALLE LA RESOLANA

Dear Mr. Berke,

We the members of the Midtown Neighbor's Association (composed of 151 residents whose emails and signatures are herein attached) who reside in the vicinity of the Easement involved in the applicant's project, oppose the amendment of the ordinance for the following procedural and substantive reasons .

1) **VIOLATION OF PROCEDURAL DUE PROCESS: LACK OF NOTICE AND OPPORTUNITY TO BE HEARD DURING THE PANDEMIC LOCKDOWN**

Where the residents' property value and their safety are at stake due process requires notice and opportunity to be heard. Here, there is no notice and no opportunity to be heard at the Planning commission hearing on May 21 2020. The members of the association asked in writing to continue the hearing to August due to the covit-19 pandemic and not all neighbors have internet or know how to access to zoom and this request was denied. We were able to obtain the plan only 7 days before the hearing. 7 days is not enough time for 149 people to review the plan under the pandemic confinement rules. The ENN meetings did not provide solid or specific information regarding the project's impact except for concluding statements that it complies with city standards. (see more details on aspects not discussed in E. Page 4 below) The applicant's plan ignores that at least 151 neighbors (except one) are against the amendment of the ordinance. Very few neighbors will be able to attend the meeting online because of lack of internet connection and computers. Libraries are closed thus no access to public computers either. Amending the ordinance that affects the residents' lives without their full participation violates the residents' due process rights under the constitution.

2) **CURRENTLY THE EASEMENT IS ZONED FOR EMERGENCY ONLY. IT SHOULD NOT BE AMENDED TO ALLOW PUBLIC EGRESS AND INGRESS BECAUSE IT IS NOT A VALID EXERCISE OF THE CITY'S POLICE POWER**

The New Mexico Legislature has granted municipalities zoning authority for the purpose of promoting the health, safety, morals or the general welfare of their communities. § 3-21-1, N.M.S.A. 1978. The Legislature limits the zoning authority of municipalities by requiring a comprehensive municipal plan designed to satisfy certain enumerated statutory purposes. § 3-21-5, N.M.S.A. 1978. The City of Santa Fe has such a comprehensive plan which includes a balance of building permits in conformity with ordinances that have been historically stipulated to meet conditions and are based

on said purposes. In order to amend an ordinance there must be a public interest involved. Here, while creating affordable housing is definitely a progressive public interest the proposed location makes it a public nuisance potentially undermining the health and safety of all residents as shown below:

A. **HISTORY OF THE PERTINENT ORDINANCE SHOWS THAT AN AMENDMENT OF ORDINANCE SHOULD NOT BE APPROVED BECAUSE IT *OVERBURDENS* THE EASEMENT GIVEN THE SIZE AND THE PURPOSE INTENDED.**

A zoning ordinance is attached with a presumption of validity. The burden is on the applicant to overcome this presumption by proving that an ordinance is not reasonably related to its stated purpose. Temple Baptist Church, Inc. v. City of Albuquerque, 98 N.M. 138, 646 P.2d 565 (1982).

In this case, the property has been deemed better suited for industrial rather than residential use supported the current ordinance. Thus, the location of the applicant's housing project is on a C2 area, where commercial premises prevail over a few residential areas adjacent to it, including the concerned undersigned citizen residents' dwellings. Because it is a commercial area the previous application of building storage was filed. At the time of that application the issue of using an emergency easement as ingress or egress was a major obstacle for completing the 500 unit storage project. Wisely, the owner applicant did not pursue the project in light of limited scope of the easement and "within the 6 months time limit". It is absurd today to affirm that a 500 unit storage involves more traffic than 220 new residents. Regarding La Resolana, at the most recent public hearing held on March 19 2020 the applicant did not show any benefits that a narrow emergency easement should be amended into egress and ingress ordinance for so many new potential residents. In this case the applicant has failed to give a rational explanation how such a small easement should be overburdened with a heavily condensed project of 45 units. Indeed, today, the concern of public safety is even more relevant than for the prior project because the proposed 45 unit housing project will create more pressure or [overburden the easement] to the neighborhood with more residents about 220 for a 45 unit residential project. Therefore, in light of the history of ordinance and the limited scope of the easement for emergency access the amendment should not be approved for the residential use proposed by the applicant because the applicant did not and cannot overcome the presumption of the existence ordinance with said project.

A. **INGRESS AND EGRESS OF 220 RESIDENTS AT A CURVE ON LA RESOLANA CONSTITUTE A RISK TO THE HEALTH AND SAFETY OF ALL RESIDENTS.**

A county ordinance which among other things establishes certain limited special exceptions is an integral part of the plan required under this section, and the main objectives of requiring that a special permit be obtained before a use of land is commenced are to protect adjoining property and to insure the orderly and efficient development of the community. Burroughs v. Board of County Comm'rs, 88 N.M. 303, 540 P.2d 233 (1975).

First, in this case, the proposed amendment of the ordinance by the applicant would be a disaster to the development of the community. By allowing ingress and egress in a small easement of an estimated 220 persons at a curve less than a block from Cerrillos road and Siringo it will exponentially increase congestion in the streets and public ways. Calle the Oriente located parallel right next to the easement already intersects with La Resolana at same curve right next to the easement in

question adding to the hazardous condition. Though the history of traffic accidents has been low in the neighborhood by injecting more users of La Resolana and Siringo Road ways the likelihood an increased of traffic hazards is obvious it is on a curve!.

Second, the size of the location ~2 ½ acres is too small for 45 units including parking and rest areas. Consequently, the new residents will be forced to park outside the project. In this commercial area there is no room for public parking more than maybe a dozen cars on La Resolana, thereby upsetting the residents adjacent to the project. Already there a household currently has minimum 2 cars and many are parked in the streets.

Third, due to lack of adequate public transportation the new residents will be forced to obtain cars and cause traffic congestion. There are two buses on Cerrillos road that only go to downtown Santa Fe and on the other side to Rodeo, and one bus on Siringo that passes once a day or so. There are no buses to hospitals or schools on Las Campanas or other roads.

Fourth, there are no proper sidewalks for pedestrians as the area is a C2 prevalent commercial area. The safety of residents is at risk walking on streets with heavy flow of traffic. Fifth, due to the influx of smoke generating cars the air quality that is already heavy from Cerrillos Road will be deteriorated affecting the health of the residents. The lax policies of allowing smug in cars and noisy motorcycles in Cerrillos road is making the residents upset with bad air and noise. Therefore, given the totality of the risks to public safety the amendment of the ordinance should not be approved.

B. THE SANTA FE SUSTAINABLE LAND DEVELOPMENT CODE AND FIRE CODE ENFORCEMENT AND REGULATION REQUIRE OF EVERY HOUSING PROJECT TO HAVE A PROPER INGRESS AND EGRESS.

The fire code promulgated pursuant to the statutory authority set forth in NMSA 1978 §§ 3-18-6, 3-18-11, 4-37-1, 4-37-3, 4-38-1, 60-2C-1 et seq., and 10.25.5 and 10.25.6 NMAC, constitutes an exercise of the city's general powers to provide for the health, safety and prosperity of its inhabitants. Pursuant to Code ingress egress shall provide a minimum unobstructed size. Here with the inclusion of sidewalks it will not fit big trucks, police patrols, the back easement is too narrow and will be overburden its use and cause nuisance for the Days Inn 83 guest units parking lots on Cerrillos Road for firefighter's trucks and ambulances in case of an emergencies.

A detailed analysis by the applicant is missing with respect to their compliance with said Codes. Allowing the amendment of the ordinance will be impeding (i) rapid and effective fighting of fires within the project and, (ii) the disposition of police forces and it will endanger the public peace, health and safety of the entire neighborhood. This condition would be caused in substantial part by insufficiency of space for ingress and egress and the lack of parking space of trucks and vehicles.

Therefore, given the insufficiency of space chosen firefighter's inability to act in case of emergency at this project the amendment of the ordinance should not be approved.

C. THE PLAN IS CONCLUSORY WORDS "IT COMPLIES [WITH RULES...]" ABSOLUTE NO TRAFFIC IMPACT ANALYSIS HAS BEEN PROVIDED TO THE PUBLIC.

As indicated above 151 persons are not allowed to meet by the pandemic confinement regulations, in order to review the plan that was submitted only one week before the ZOOM hearing. This constitutes de facto lack of timely notice. Moreover, the traffic engineering representative was

present at one ENN public meeting, but he did not speak. By omission to interject in this discussion he acquiesced that an increase in the volume of traffic on La Resolana and adjacent streets will be a problem for the neighborhood, because the hotel Days Inn is concerned about the easement for a possibly acquiring a right-of-way from the applicant to Cerrillos road for emergency to ease any potential traffic congestion. The city Traffic engineer did not provide any traffic impact analysis at the public meetings for the residents to comment and review. Finally, the plan ignores the hotel day's inn position to use part of their parking area for an easement for emergency which will cause nuisance to the guests.

D. THE ORDINANCE SHOULD NOT BE AMENDED FOR LACK OF NOTICE BY THE APPLICANT AS TO THE FOLLOWING INDISPENSIBLE ASPECTS OF THE PLAN:

Notice to the public is a sine qua non requirement for the Board to approve an amendment to an ordinance. In this case, again the de facto lack of timely notice (7 days prior to hearing in the pandemic lockdown) is no notice as to adequate long term availability of water sources, energy including power, oil and gas, sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge. At the ENN hearings there was zero discussion about this. Only a few residents got the plan 3 days before the hearing is schedule. The plan is conclusive and not detailed as to these aspects. For failure to comply with notice requirements by applicant the ordinance should not be amended.

E. THE ORDINANCE SHOULD NOT BE AMENDED BECAUSE THE ULTIMATE PURPOSE CONSTITUTES PUBLIC NUISANCE IN TERMS OF ADDING NOISE FOR THE RESIDENTS WHO ALREADY SUFFER FROM NOISE COMING FROM CERRILLOS ROAD AND SMOG.

By allowing the amendment to an ordinance which would allow approximately housing for 220 new residents by Cerrillos Road an already noisy road, the Board would be violating the NMSA 1978, section 3-18-17(A) which permits a county "by ordinance [to] define a nuisance, abate a nuisance and impose penalties upon a person who creates or allows a nuisance to exist." [...] the board is obliged to impose some limitations and regulation upon the production of excessive sound as will reduce the deleterious effects thereof. It is, therefore, the policy of the board to prevent and regulate excessive sound wherever it is deemed harmful to the health, safety, welfare and quality of life of the citizens of the county. The board further finds that the existence of public nuisances [causing] unhealthy, unsafe and devaluating conditions. It is, therefore, the policy of the board to regulate and abate public nuisances deemed harmful to the health, safety, welfare and quality of life of the citizens of the county.

CONCLUSION

In sum, because the risks to public safety outweigh a benefit to the community as a whole and for all above factors the amendment to the ordinance should not be allowed. To hold otherwise would be infringing Santa Fe's zoning authority for the purpose of promoting the health, safety, morals or the general welfare of their communities pursuant to § 3-21-1, N.M.S.A. 1978.

Respectfully submitted by the Members of the Midtown Neighbors Association

Tatiana Perez On behalf ~~of the Association~~ · Resident of 1501 Calle del Sur, Santa Fe NM 87507

PS: 151 emails & signatures attached.

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle La Resolana

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Patricia C. Hays Moore 2915 Calle de Oriente SF NM Patricia C Haysmoore	corner of La Resolana & Oriente	660-1828	gr88patsos@gmail.com	7/18/19
Stella R. Sacoman 1109 Calle La Resolana Stella R. Sacoman	1109	471-4244	1109 Calle La Resolana	7/18/19
LEE ANN DAVIS 1103 CALLE LA RESOLANA	1103	—	none	7/18/19
Frank Romero Delphy Romero Delphy Romero	1104	471-5270	None	7-18-19
Bellec YARBROUGH	1112	471-3120	None	7-18-19
SANDRA SALAZAR Sandra Salazar	1118	473927	santafecita@gmail	7-18-19
Linda Jensen Linda Jensen	1120	505 699-0267	jensenlinda37@gmail.com	7-18-19
SHERRI W. LENNON Sherri W. Lennon	1109	473 2207	MISH.LENNON@GMAIL.COM	7/18/19
2909 Suenos Rd corner of Resolana	2909	505 490 3113	Victorgeks@gmail.com	7/18/19
Tiffany Thomas 2909 Suenos Rd corner of Resolana Tiffany Thomas	2909	505 795 0796	tiffanybethomas@gmail.com	7/18/19
WAYNE VIGIL Wayne Vigil	1032	471-6585	1032 Calle La Resolana	7/19/19
GLEASON Gertrude L Gleason	1030	—	1030 Calle La Resolana	7/18/19
GLEASON Glenn Gleason	1030	—	"	
Cobb Trujillo	1031	—	11bobgo@gmail.com	7/19/19
Elois Romero & RAY ROMERO	1033	—	1033 CALLE LA RESOLANA	7/19/19

PETITION CIRCULATED BY: Pat Moore

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

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STREET NAME Calle la Resolana + more neighbors

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Mark Micra	1111	438-3962	micramark@yahoo.com	7/18
Theresa Gomez Enloe NAPA THERESA GOMEZ ENLOE	1125	913-1668	nique9198@msn.com	7/18
Traci Carrillo A Touch of Glass	1121	9206471	dcowboys3@comcast.net	7/18
Kathy Jackson Lucky Bunny Daycare	1124A	983-6670	luckybunnydaycare@gmail.com	7/18
Happy Sandoval Performance Tires Eric Ronquillo	1114	438-0999	performancetires50@gmail.com	7/18
Pam's Pkgs of N.M.	1224	424-6300	Calle la Resolana	7/18
Auto Care 2000 LLC Mikey Rivas	1	424-3100	Autocare2000@outlook.com	07/19
Lucy Thomas	2907	505 982-2577	2907 Siringo g/g.lorraine@gmail.com	7/19
Walter Jensen	1120	505 699 0867	wjensen53@yahoo.com	7/1
Judy Morgan	1120	970 946 3505		7/19

PETITION CIRCULATED BY: Mark Micra

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Calle Florinda

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Sara Ann Chase James M. Chase	1105	—		07-18
Mary J. Chase Mary Chase	1105	—		07-18
Linda L Wesman	1104	970 903 7452	wjdrewolf@yahoo.com	7/6/18
Amalia Batela cannot write name	1102	505 238 9841		07-18
Richard Batela	1102	"		07-18
[illegible]	1109	920 487		07-18
Rosella Quintana	1107	505 [illegible]		07-18
Lucrecia Viola Herrera	1108	470 60		07-18
Juan M Oswald Tina M Dossaro	1107	505 402-1115	—	07-18

PETITION CIRCULATED BY: Tina Dossaro

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Calle del Sur

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
DIANE M. Last Diane M. Last	1516	414-218-2063	Dianemae1946@gmail.com	7/20
BARBARA SAXER Barbara Saxer	1512	505-920-9553	barbarasaxer7@yahoo.com	7/24
PATRICIA ANN RUDY-BAESE Patricia Ann Rudy-Baese	1500	505 660-2332	patrudybaese@earthlink.com	7/24
Bradley Perkins Brad	1513	505 2029676	baperk@comcast.net	7/24
Tatiana Perez	1501	510 444 92	Tpinterprete@mail.com	5/20
Christopher Sprott	1501	5105415575	vlung@yahoo.com	5/20

PETITION CIRCULATED BY: Diane Last

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

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STREET NAME Calle De Sueños

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Paul R. Oliver	1028 Calle de Sueños	(505) 551-2800	poliver240@gmail.com	7/19/19
Virginia S. Lucero	1028	(505) 473-3900	N/A	7/19/19
Anthony Joseph Fiorina	1028	(702) 785-1298	N/A	7/19/19
Matthew Fiorina	1028	(602) 570-0956	N/A	7-19-19
LeRoy Sanchez	1108	(505) 473-5740	N/A	7/19/19
David Segura	1007 Calle de Sueños	505-699-6540	N/A	7/19/19
Julie Segura	1007	699-4071		
Dez Kavanaugh	1010	(505) 300-3043		
David Gurule Sr	1010 Calle de Sueños	505-471-8288	NA	7/19/19
Mari Gal	1008	505-699-1910		7/19/19
	1003	505 690 7467	NA	7/19/19
Maresa Lucero	1003 Calle de Sueños	505-231-3322	NA	7/19/19
ARMANDO DONQUIS	1008 Calle de Sueños	505 3109404	NA	7/19/19
	116 Calle de Sueños	474-0852	NA	7/19/19
	2837 Sierra Rd	471-1759	NA	7-19-19

PETITION CIRCULATED BY: Tito Sanchez

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Clark Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Lute Jannsen-Kerr	2888	660-6070	lute.jannsenkerr@gmail.com	7-17-1
ANDREW JAMES KERR	2886	670 8533	andrew.kerr@sfcc.edu	7/17/14
Arnetta Rodriguez	2879	473-4711	arnie.rodriguez@amlegal.gov	7/22/1
Deborah West	2875	470-1740	Jshrchw014@gmail.com	7-22-1
Patrick Marsh	2875	603-1119	marshdog@gmail.com	7-22-1
Mark Martinez	2866	216-6891	mmtz@post.harvard.edu	7-22-1

PETITION CIRCULATED BY: Carmela Brensford

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

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STREET NAME Clerk Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Miguel Gomez	1125	310 2510	WWinc02@gmail.com	7/20/1
Ivan Ricardo	2886	424 4508	IDCARVE@HOTmail	8/23
Gregorio Angel Gomez	2369	471-1464	Smpinc@yahoo.com	7/20

PETITION CIRCULATED BY: Carmela Bransford

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

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STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Kathy Jackson KATHY JACKSON	1124A	983-6670	LUCKYDAYSDAYCARE@GMAIL	7/22/19
Anthony Ryal Dr Anthony Ryal	1124A	9836670	Luckydaysdaycare@gmail.com	7/22/19
A Touch of Glass	1121	471-1996	decorboys3@comcast	7/22/19
Curtis Lardy Curtis Lardy	2838	424-0996	CLJericho@hotmail.com	7/24/19
Francesca Kartes Francesca Kartes	2863	4380182	FKARTAS@gmail.com	7/24/19
Patrick Jorgensen		512 720 1418		7/26/19

PETITION CIRCULATED BY: Liz Aland

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
	2903			7/20/19
Marcella Griego MARCELLA Griego	2907	505 471-8040	mgkiego@comcast.net	
Richard Griego Richard Griego	2907	505 471-8040	"	
	2909			
	2915			
Linda Sandoval	1114	505 438-0996	None	7/20/19
Henry Sandoval	1114	" "	None	7/20/19
Bobby Lovato	1224	Calle La Resolana	505 424-4300	
Cathy Gomez Cathy Gomez	1225	669-8140	Supercrumpinc@yahoo.com	7/20
	2912	474-3940		7/20
Kishan Poshiya	2900	424-3297	Kishan_Pos@Yahoo.com	07/20
Caron Caraway	2906	Clark 505 850-0872	inner workingsnm@gmail.com	07/20
Susan Espe - Caraway	2901 Calle De Oriente	719 688-4116	heize123@gmail.com	07/22.

PETITION CIRCULATED BY: Liz Alarid

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Christina Martinez	2838	(505) 231-8348	Bellabear5488@aol.com	7-17-19
Paul E. Darnell	2842	505-469-7299	[illegible]	7-17-19
Douglas Zaiz Chitz	2842	505 469-7299	[illegible]	7-17-19
Jennie Herrera	2834	505 471-4394	jch@cybermesa	7/17/19
Wallace Haynes	2822	4383181	None	7/20/19
John Penner	2871	470-5355	N/A	7/20/19
Carrie Penner	2871 Calle de Oriente	470-5898	Jdpfire@aol.com	✓
Rod Hansson	2870 Calle Oriente	505-795-8084	Rod.Hansson@yahoo.com	L.
	2818		Nobody	
	2846		vacant	
	2850			
Roy Edgar	2854	505 6995131	NONE	7/20/19
	2855			
	2859			
	2861			

PETITION CIRCULATED BY: Liz Alarid

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Clark Road

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL
Rod + Cecilia Hasson	1499	505 4714114	CRHasson@aol.com
Linda Ingraham	1498	602 821-8272	ingraham.linda@gmail.com
Shari Gepher	1486	505 938-2849	
Andrea Serna	1482	927-2145 310-0729	andrewstherapy@Hotmail
Priscilla Gutierrez	1478	505 670-9393	peegeewhiz@outlook.com
Debbi Laemmle	1479	(505) 204-2567	debbilaemmle1230@gmail.com
Jeremy Romero	1443	505 470-6659	ESR6626@gmail.com
David Rice	1447	505 broken	DAVIDVRICE@aol.com
Miguel Alencio	1467	505 449-6477	Miguel.Alencio@gmail.com
Michele Laemmle	1475	474-6907	na
Deacon Laemmle	1459	690-8926	na
Amelia Montoya	1463	351-2466	Mamelia@MSN
Mario Soto	1455	204-1358	MS
Hamuh D'Errico	1460	913 687-2457	hkdesc@gmail
Tsering Sherpa	1470	505 913-1359	n/a

PETITION CIRCULATED BY: _____

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

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STREET NAME Clark Rd

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL
Chris Craig Doug Seawright	1494	713-252-8608	CCraig77070@yahoo.com
Peter Paul Davis	1495	505-920-9777	ppidavis64@gmail.com
Marsha Davis	1495	505-920-5677	marsha_davis@comcast.net
[illegible]	1499	[illegible]	—
Kathy Perea	1491	[illegible]	—
Mr. + Mrs. Robert Zurek			brisclavret@centurytel.net
Maureen Hill MAUREEN HILL	1471	505-699-5110	MAUREENHILL1MAX47@GMAIL.COM
Renee Radecki	1490	471-4553	
Judith Eaton-Weissmueller Judith Eaton-Weissmueller	1489	(505) 474-4792	Eatonsong@aol.com
Don Eaton	1487	(505) 474-4792	Eaton@aol.com

PETITION CIRCULATED BY: _____

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

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STREET NAME Escondida Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Robert Lamagante	1574	505 668-4773	Phenix@cybermesa.com	7/18/19
Mary Ellen Underwood	1572	505 471-1563	munderwood@cybermesa.com	7/18/19
Lisa A. Gutierrez	1560	505 438-8247	lisaann505@msn.com	7/18/19
Mary Mugali	1536	505 473-2950	No email	7-19-19
Marcia Medina	1535	505 473-9802	mamedinas@msn.com	7-19-19
Daniel Mallegan	539	505 660 0718	dannymallegan1	7/19/19
Lizbeth Lizcano	1543	623 2247083	Lizlenovai@gmail.com	7/19/19
Diane Marie Elliott	1573	470-3624	dmcelle@hotmail.com	7/19/19
HARRISON FRAZIER	1540	505 660 4502		7/20/19
Lexi Frazier	1540	505 469 0176	ahoskin90@yahoo.com	7/20/19
Heidi Long	1547	623 500-9968	artistuotila@aol.com	7/20/19
Smith	1548	505 5090 Ir	No email	7/20/19
Jonnie Kennedy	1544	505 660 7342	jonnikenjk@gmail.com	7/21/19

PETITION CIRCULATED BY: Mary Ellen Underwood

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO: (lack of water supply (insufficient), bad roads, no services (public transport etc) TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS. (no schools etc)

STREET NAME Sierra Del Oriente/Calle Norteno

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Mark Trujillo	1444	505 310-9849		
Charlotte & Chavez	1450	505 690-7021	snikkercat@aol.com	
Paul A Otto Paula Otto	1442	505 2166583	ptmcortez@yahoo.com	
BABIA CRUZ	1402		CRUZSANJAFE@HOTMAIL.com	
Johnny Cruz	1402		" "	
Mathew Barton	1414	5055371182	c/oo Hotmail.com	7-24
BALWARTH GUDOOR	1416	8054907770	balwarth@msn.com	7/24/1
Tatiana Perez	1501	510 4449280	etatianaperez@yahoo.com	7/24/
Christopher Spratt	1501	510 5415515	vlurry@gmail.com	7/24/

PETITION CIRCULATED BY: Amelia Martinez

Fwd: Case 2019-001149-PLBD/2020-001994-PLBD

BERKE, NOAH L. <nlberke@santafenm.gov>
Mon 5/18/2020 3:58 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Thanks!

Noah Berke
Planner Manager
Land Use Department
(505) 955-6647
(505) 490-5930

From: Barbara Higgins <bach01@gmail.com>
Sent: Monday, May 18, 2020 2:37:44 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case 2019-001149-PLBD/2020-001994-PLBD

CAUTION: This email originated from outside of the organiza on. Do not click links or open a achments unless you recognize the sender and know the content is safe.

I am writing to voice my opposition to the Calle La Resolana Development Plan. I have already sent to you my opposition to the requested change in ordinance to override the current ordinance allowing only Emergency Vehicles entry. All of the businesses on Calle La Resolana already have an inordinate amount of traffic going in and out of those businesses all day, everyday. That includes Parts Plus, Lucky Dawg Daycare, the Tire Store and the Allsups.
This development is a bad idea for this neighborhood. There are cars in and out of those businesses all day long! Allowing more traffic along that already dangerous stretch of road and curve is not good for the neighborhood nor for the residents and patrons of those businesses.
In addition, this proposed development of 45 units is another low income project being forced upon this end of town! That does not just mean 45 more people! I would suggest you double or triple that number as there will definitely be more than one person per unit and more than one car per unit.
Yes, we all care about the need for housing for low income and homeless people but within a 1-2 mile radius of our neighborhood we have Pete's Place, Coronado Apartments, La Luz, The Stagecoach. We have seen increased crime over the years since these have been in existence. It is common to have exposed, used needles lying along the curbs and along the park walkway! Dead people are found lying in the street, literally! I am not generally a "not in my neighborhood" person but we

have more than our share. We have learned to live with what is but do not need anymore. It's time we speak up!
Enough already! Why not spread this out a little? Why don't the East and North sides of town have some of these accommodations and developments happening? Certainly the City and County have other "fill-in" sites available in other parts of town to serve this purpose.
Now there are plans in the works to open up Richards Avenue too! What the heck is going on? That's another thing that is going to totally change the character of this district and not for the best.

PLEASE HEAR US!!! STOP!!!

Barbara Higgins
1433 Paseo Norteno
Santa Fe, NM

Tierra-Escondida Neighborhood.

Fwd: Case #2020-001994

BERKE, NOAH L. <nlberke@santafenm.gov>
Mon 5/18/2020 3:58 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Thanks!

Noah Berke
Planner Manager
Land Use Department
(505) 955-6647
(505) 490-5930

From: Dana Catron <dderego@nmsu.edu>
Sent: Monday, May 18, 2020 3:04:23 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994

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Hello,

I am wri
onto Calle La Resolana from 115 Calle la Resolana, the site of a proposed apartment development. My family (including two small children) live on Calle de Oriente, which already has issues with cars speeding and disregarding stop signs. Allowing for broader access would exacerbate this problem, and make our street even more dangerous than it already is.

I also oppose Case #2019-001149 for the same reason. I am also concerned that putting low-income housing in our area will attract more vagrants and increase crime in the area. Again, I have two small children and worry about their safety – we already have suspicious people who cruise our street casing houses. Another concern is safety in the event of an emergency (e.g. a fire or shooter) – with 90 car spaces allocated to 45 units and a narrow entrance/exit into the unit, along with a double blind S curve outside of the entrance, conges
concerns only touch the surface of why moving forward with this is problema

Please don't hesitate to contact me with any ques

Best,

Dana Catron

FW: Case #2020-001994--PLBD and Case#2019-001149--PLBD

BERKE, NOAH L. <nlberke@santafenm.gov>

Mon 5/18/2020 11:06 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: Francesca Kartas < artas@gmail.com>
Sent: Monday, May 18, 2020 11:04 AM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994--PLBD and Case#2019-001149--PLBD

CAUTION: This email originated from outside of the organiza on. Do not click links or open a achments unless you recognize the sender and know the content is safe.

Dear Sir,

I am wri ng to express my opposi on to changing the ordinance allowing direct access onto 1115 Calle La Resolana for anything other than storage units or low traffic industrial use.

I have lived on Calle de Oriente for 30 years and have seen traffic increase every me traffic has been rerouted because of work on Cerrillos Rd. Not temporarily but on a permanent basis. People use my street as a pass through to Siringo Rd from Cerrillos and from Siringo to Cerrillos. How would adding 45 households to the area NOT cause an increase that would hugely impact the residents? It is already so dangerous that I park at the curb when guests are coming and let them have my driveway as I am afraid they will be struck by a car.

Addi onally, the traffic turning right from La Resolana onto Cerrillos is made more difficult when the driver must cross three lanes of traffic in a very short distance to get to the le. hand turn onto Silar Rd. La Resolana has traffic backed up all the way down the street when this happens and it happens very,very often. That intersec
accident wai
They are in the street for long periods of
make a dangerous situa

My neighborhood has many elderly and re nd a virtual mee
because of no computer or smart phone. These people have shown up at the two ENN mee
opposi
such a
households approached we gathered 149 signatures against this project. The other 51 households were NOT in favor of the project, just not home when the pe on was being circulated.

We are not a rich neighborhood, but we are a real neighborhood. We know and watch out for each other. We are not against affordable housing, we are against having our area red-lined as the place for all affordable housing and homeless shelters. We have numerous low income housing areas here already. More than any other area. When is enough, enough?

Mr. Ed Romero has voiced the argument that a storage business would generate more traffic than a 45 unit housing complex. Not in a million years. The City Council in 1998 confirmed that a storage facility would generate almost no traffic and a housing development would generate too much. So what has changed? Is there less traffic or fewer residents? No. What was true then is true now.

The proposed changes to the ingress egress at 1115 Calle La Resolana will NOT solve the problem. They are not adequate and our neighborhood has been given only sketchy details of what they would involve. Adding more cars will NOT make the roadway safer.

Sincerely,

Francesca Kartas

FW: Case2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment

BERKE, NOAH L. <nlberke@santafenm.gov>

Mon 5/18/2020 5:11 PM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

These look alike

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: hazeldineg@aol.com <hazeldineg@aol.com>
Sent: Monday, May 18, 2020 4:55 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case2020-001994--PLBD 1115 Calle La Resolana Zoning Ordinance Amendment

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Case #2020-001994--PLBD, 1115 Calle La Resolana Zoning Ordinance Amendment
Case #2019-001149--PLBD, 1115 Calle La Resolana Development Plan

I attended the last meeting held at the Genoveva Chavez building regarding this issue. I am opposed to amending the ordinance allowing direct access to Calla La Resolana. My parents live on Calle La Resolana, and I visit them every day, so I am well aware of the issues affecting our home on Calle La Resolana.

At the meeting, we were only provided information on the development and very little on the access issue. I am not satisfied that the developers have thought through the burden on this area caused by the proposed amendment and by the proposed development as a whole.

First, the 45-dwelling unit apartment complex would increase (probably double) the traffic on Calle La Resolana. I would imagine that most of the residents would probably go to any of the area schools. All the schools are accessed by turning left out of the proposed entrance. That alone causes a traffic hazard by having to cross in front of any traffic headed up Calle La Resolana to Cerrillos Road. Turning right onto Calle La Resolana only gets the traffic to Cerrillos Road, then the traffic must turn right on Cerrillos since there is no left turn at the top of Calle La Resolana at Cerrillos Road. The through traffic now uses Calle La Resolana as a way to get

from Cerrillos Road to Siringo Road and vice versa. In the mornings and in the evenings when people are headed to and from work and school, the traffic is heavy on Calle La Resolana. We have to wait to leave our driveway with the current traffic, especially when it backs up at the stop sign on Calle La Resolana to Siringo Road. This is only a two-way stop, and the traffic also speeds on Siringo Road. The development would only increase the traffic in this area. Currently, vehicles speed on Calle La Resolana because there are no traffic speed humps or traffic circles to slow the vehicles down. Again, the proposed access and proposed development on Calle La Resolana would only increase the number of speeding and loud vehicles. An accident waiting to happen.

Second, the proposed entrance is on a blind corner of Calle La Resolana. You cannot see traffic coming around the bends at the proposed entrance. Traffic from three sides intersects at this area. The proposed entrance adds a fourth point of convergence on this part of the street. The proposed entrance would be at the minimum width for traffic in an out of the complex. Again, an accident waiting to happen.

Third, this is a fairly quiet neighborhood. Adding the number of people to fill the proposed 45-dwelling units would greatly increase the noise, vehicle and foot traffic in the area. We are already experiencing more crime in the area from the homeless shelter on Cerrillos Road. In addition, with the two problems mentioned above of traffic trying to turn left from the proposed access and watching for traffic from three other sides, they must also watch for foot traffic in this area. This is a disaster waiting to happen.

Fourth, with the addition of the proposed development to our quiet neighborhood, our property values would decrease. We have worked hard to maintain our home on Calle La Resolana for over 50 years. I would hate to see this hard work go to waste.

I am against the amendment to the ordinance.

Hazeldine Romero
2732 Paseo De Tularosa
Santa Fe, NM 87505
(505) 670-1459

Fwd: Case #2020-001994-PLBD & 2019-001149-PLBD

BERKE, NOAH L. <nlberke@santafenm.gov>
Mon 5/18/2020 1:16 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Thanks!

Noah Berke
Planner Manager
Land Use Department
(505) 955-6647
(505) 490-5930

From: marcia medina <mamedinasf@msn.com>
Sent: Monday, May 18, 2020 1:15:45 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Case #2020-001994-PLBD & 2019-001149-PLBD

CAUTION: This email originated from outside of the organiza on. Do not click links or open a achments unless you recognize the sender and know the content is safe.

I don't understand why the city is concentrating so much development in the midtown area of Santa Fe. There has been so much development of in our area of town that it has begun to look like the slums of a big city on the east coast. This part of the city is overwhelmed by homeless charities and low income housing. I know they are all much needed but why can't you distribute them more equitably around the city and throughout both the north and south parts of town. Now you want to build affordable housing in a very small area and almost on top of our neighbor's backyards. In addition to that you are adding additional traffic to an area that has extremely high traffic. People use Calle De Resolana and Siringo Road to avoid traffic on Cerrillos Road and they drive very fast and reckless with no speed enforcement. Please reconsider this development and concentrate on making this part of town more appealing to tourists instead of so trashy. I haven't even mentioned the lack of upkeep to the medians and streets with over grown trees and weeds.
Thank you
Marcia Medina
1535 Escondida CT.
Santa Fe 87507

Sent from my Verizon, Samsung Galaxy smartphone

From:	M.C. Perea
To:	Land Use Public Comment
Subject:	Case#2020-001994 1115 Calle La Resolana Zoning Ordinance Amendment
Date:	Friday, May 15, 2020 11:58:50 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attention: Noah Burke

As native Santa Feans and 35-year homeowners on Clark Rd, we are strongly opposed to this development and any amendments to it, based on extreme population density in this area, a very high amount of large commercial tractor-trailers and motor vehicle traffic on Clark Rd. and adjacent streets. All of this creates noise and diminishes the quality of life for people living in this area.

Sincerely,

Mike & Kathy Perea
NM Retired Nurses

MIDTOWN NEIGHBORS' ASSOCIATION

To: The Planning Commission of the City of Santa Fe
Attn: Noah Berke
Planner Manager
Land Use Department
200 Lincoln Ave.
Santa Fe , NM 87504
Hand Delivery/ email delivery/Fax

Santa Fe May 18, 2020

RE: OPPOSITION TO AMENDING AN ORDINANCE - LA RESOLANA / 1115 CALLE LA RESOLANA

Dear Mr. Berke,

We the members of the Midtown Neighbor's Association (composed of 151 residents whose emails and signatures are herein attached) who reside in the vicinity of the Easement involved in the applicant's project, oppose the amendment of the ordinance for the following procedural and substantive reasons .

1) **VIOLATION OF PROCEDURAL DUE PROCESS: LACK OF NOTICE AND OPPORTUNITY TO BE HEARD DURING THE PANDEMIC LOCKDOWN**

Where the residents' property value and their safety are at stake due process requires notice and opportunity to be heard. Here, there is no notice and no opportunity to be heard at the Planning commission hearing on May 21 2020. The members of the association asked in writing to continue the hearing to August due to the covit-19 pandemic and not all neighbors have internet or know how to access to zoom and this request was denied. We were able to obtain the plan only 7 days before the hearing. 7 days is not enough time for 149 people to review the plan under the pandemic confinement rules. The ENN meetings did not provide solid or specific information regarding the project's impact except for concluding statements that it complies with city standards. (see more details on aspects not discussed in E. Page 4 below) The applicant's plan ignores that at least 151 neighbors (except one) are against the amendment of the ordinance. Very few neighbors will be able to attend the meeting online because of lack of internet connection and computers. Libraries are closed thus no access to public computers either. Amending the ordinance that affects the residents' lives without their full participation violates the residents' due process rights under the constitution.

2) **CURRENTLY THE EASEMENT IS ZONED FOR EMERGENCY ONLY. IT SHOULD NOT BE AMENDED TO ALLOW PUBLIC EGRESS AND INGRESS BECAUSE IT IS NOT A VALID EXERCISE OF THE CITY'S POLICE POWER**

The New Mexico Legislature has granted municipalities zoning authority for the purpose of promoting the health, safety, morals or the general welfare of their communities. § 3-21-1, N.M.S.A. 1978. The Legislature limits the zoning authority of municipalities by requiring a comprehensive municipal plan designed to satisfy certain enumerated statutory purposes. § 3-21-5, N.M.S.A. 1978. The City of Santa Fe has such a comprehensive plan which includes a balance of building permits in conformity with ordinances that have been historically stipulated to meet conditions and are based

on said purposes. In order to amend an ordinance there must be a public interest involved. Here, while creating affordable housing is definitely a progressive public interest the proposed location makes it a public nuisance potentially undermining the health and safety of all residents as shown below:

A. HISTORY OF THE PERTINENT ORDINANCE SHOWS THAT AN AMENDMENT OF ORDINANCE SHOULD NOT BE APPROVED BECAUSE IT *OVERBURDENS* THE EASEMENT GIVEN THE SIZE AND THE PURPOSE INTENDED.

A zoning ordinance is attached with a presumption of validity. The burden is on the applicant to overcome this presumption by proving that an ordinance is not reasonably related to its stated purpose. Temple Baptist Church, Inc. v. City of Albuquerque, 98 N.M. 138, 646 P.2d 565 (1982).

In this case, the property has been deemed better suited for industrial rather than residential use supported the current ordinance. Thus, the location of the applicant's housing project is on a C2 area, where commercial premises prevail over a few residential areas adjacent to it, including the concerned undersigned citizen residents' dwellings. Because it is a commercial area the previous application of building storage was filed. At the time of that application the issue of using an emergency easement as ingress or egress was a major obstacle for completing the 500 unit storage project. Wisely, the owner applicant did not pursue the project in light of limited scope of the easement and "within the 6 months time limit". It is absurd today to affirm that a 500 unit storage involves more traffic than 220 new residents. Regarding La Resolana, at the most recent public hearing held on March 19 2020 the applicant did not show any benefits that a narrow emergency easement should be amended into egress and ingress ordinance for so many new potential residents. In this case the applicant has failed to give a rational explanation how such a small easement should be overburdened with a heavily condensed project of 45 units. Indeed, today, the concern of public safety is even more relevant than for the prior project because the proposed 45 unit housing project will create more pressure or [overburden the easement] to the neighborhood with more residents about 220 for a 45 unit residential project. Therefore, in light of the history of ordinance and the limited scope of the easement for emergency access the amendment should not be approved for the residential use proposed by the applicant because the applicant did not and cannot overcome the presumption of the existence ordinance with said project.

A. INGRESS AND EGRESS OF 220 RESIDENTS AT A CURVE ON LA RESOLANA CONSTITUTE A RISK TO THE HEALTH AND SAFETY OF ALL RESIDENTS.

A county ordinance which among other things establishes certain limited special exceptions is an integral part of the plan required under this section, and the main objectives of requiring that a special permit be obtained before a use of land is commenced are to protect adjoining property and to insure the orderly and efficient development of the community. Burroughs v. Board of County Comm'rs, 88 N.M. 303, 540 P.2d 233 (1975).

First, in this case, the proposed amendment of the ordinance by the applicant would be a disaster to the development of the community. By allowing ingress and egress in a small easement of an estimated 220 persons at a curve less than a block from Cerrillos road and Siringo it will exponentially increase congestion in the streets and public ways. Calle the Oriente located parallel right next to the easement already intersects with La Resolana at same curve right next to the easement in

question adding to the hazardous condition. Though the history of traffic accidents has been low in the neighborhood by injecting more users of La Resolana and Siringo Road ways the likelihood an increased of traffic hazards is obvious it is on a curve!.

Second, the size of the location ~2 ½ acres is too small for 45 units including parking and rest areas. Consequently, the new residents will be forced to park outside the project. In this commercial area there is no room for public parking more than maybe a dozen cars on La Resolana, thereby upsetting the residents adjacent to the project. Already there a household currently has minimum 2 cars and many are parked in the streets.

Third, due to lack of adequate public transportation the new residents will be forced to obtain cars and cause traffic congestion. There are two buses on Cerrillos road that only go to downtown Santa Fe and on the other side to Rodeo, and one bus on Siringo that passes once a day or so. There are no buses to hospitals or schools on Las Campanas or other roads.

Fourth, there are no proper sidewalks for pedestrians as the area is a C2 prevalent commercial area. The safety of residents is at risk walking on streets with heavy flow of traffic. Fifth, due to the influx of smoke generating cars the air quality that is already heavy from Cerrillos Road will be deteriorated affecting the health of the residents. The lax policies of allowing smug in cars and noisy motorcycles in Cerrillos road is making the residents upset with bad air and noise. Therefore, given the totality of the risks to public safety the amendment of the ordinance should not be approved.

B. THE SANTA FE SUSTAINABLE LAND DEVELOPMENT CODE AND FIRE CODE ENFORCEMENT AND REGULATION REQUIRE OF EVERY HOUSING PROJECT TO HAVE A PROPER INGRESS AND EGRESS.

The fire code promulgated pursuant to the statutory authority set forth in NMSA 1978 §§ 3-18-6, 3-18-11, 4-37-1, 4-37-3, 4-38-1, 60-2C-1 et seq., and 10.25.5 and 10.25.6 NMAC, constitutes an exercise of the city's general powers to provide for the health, safety and prosperity of its inhabitants. Pursuant to Code ingress egress shall provide a minimum unobstructed size. Here with the inclusion of sidewalks it will not fit big trucks, police patrols, the back easement is too narrow and will be overburden its use and cause nuisance for the Days Inn 83 guest units parking lots on Cerrillos Road for firefighter's trucks and ambulances in case of an emergencies.

A detailed analysis by the applicant is missing with respect to their compliance with said Codes. Allowing the amendment of the ordinance will be impeding (i) rapid and effective fighting of fires within the project and, (ii) the disposition of police forces and it will endanger the public peace, health and safety of the entire neighborhood. This condition would be caused in substantial part by insufficiency of space for ingress and egress and the lack of parking space of trucks and vehicles.

Therefore, given the insufficiency of space chosen firefighter's inability to act in case of emergency at this project the amendment of the ordinance should not be approved.

C. THE PLAN IS CONCLUSORY WORDS "IT COMPLIES [WITH RULES...]" ABSOLUTE NO TRAFFIC IMPACT ANALYSIS HAS BEEN PROVIDED TO THE PUBLIC.

As indicated above 151 persons are not allowed to meet by the pandemic confinement regulations, in order to review the plan that was submitted only one week before the ZOOM hearing. This constitutes de facto lack of timely notice. Moreover, the traffic engineering representative was

present at one ENN public meeting, but he did not speak. By omission to interject in this discussion he acquiesced that an increase in the volume of traffic on La Resolana and adjacent streets will be a problem for the neighborhood, because the hotel Days Inn is concerned about the easement for a possibly acquiring a right-of-way from the applicant to Cerrillos road for emergency to ease any potential traffic congestion. The city Traffic engineer did not provide any traffic impact analysis at the public meetings for the residents to comment and review. Finally, the plan ignores the hotel day's inn position to use part of their parking area for an easement for emergency which will cause nuisance to the guests.

D. THE ORDINANCE SHOULD NOT BE AMENDED FOR LACK OF NOTICE BY THE APPLICANT AS TO THE FOLLOWING INDISPENSIBLE ASPECTS OF THE PLAN:

Notice to the public is a sine qua non requirement for the Board to approve an amendment to an ordinance. In this case, again the de facto lack of timely notice (7 days prior to hearing in the pandemic lockdown) is no notice as to adequate long term availability of water sources, energy including power, oil and gas, sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge. At the ENN hearings there was zero discussion about this. Only a few residents got the plan 3 days before the hearing is schedule. The plan is conclusive and not detailed as to these aspects. For failure to comply with notice requirements by applicant the ordinance should not be amended.

E. THE ORDINANCE SHOULD NOT BE AMENDED BECAUSE THE ULTIMATE PURPOSE CONSTITUTES PUBLIC NUISANCE IN TERMS OF ADDING NOISE FOR THE RESIDENTS WHO ALREADY SUFFER FROM NOISE COMING FROM CERRILLOS ROAD AND SMOG.

By allowing the amendment to an ordinance which would allow approximately housing for 220 new residents by Cerrillos Road an already noisy road, the Board would be violating the NMSA 1978, section 3-18-17(A) which permits a county "by ordinance [to] define a nuisance, abate a nuisance and impose penalties upon a person who creates or allows a nuisance to exist." [...] the board is obliged to impose some limitations and regulation upon the production of excessive sound as will reduce the deleterious effects thereof. It is, therefore, the policy of the board to prevent and regulate excessive sound wherever it is deemed harmful to the health, safety, welfare and quality of life of the citizens of the county. The board further finds that the existence of public nuisances [causing] unhealthy, unsafe and devaluating conditions. It is, therefore, the policy of the board to regulate and abate public nuisances deemed harmful to the health, safety, welfare and quality of life of the citizens of the county.

CONCLUSION

In sum, because the risks to public safety outweigh a benefit to the community as a whole and for all above factors the amendment to the ordinance should not be allowed. To hold otherwise would be infringing Santa Fe's zoning authority for the purpose of promoting the health, safety, morals or the general welfare of their communities pursuant to § 3-21-1, N.M.S.A. 1978.

Respectfully submitted by the Members of the Midtown Neighbors Association

Tatiana Perez On behalf of the Association - Resident of 1501 Calle del Sur, Santa Fe NM 87507

PS: 151 emails & signatures attached.

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle La Resolana

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Patricia C. Hays Moore 2915 Calle de Oriente SF NM	corner of La Resolana & Oriente	660-1828	gr8flpat505@gmail.com	7/18/19
Stella R. Saccoman 1107 Calle La Resolana	1107	471-4244	1107 Calle La Resolana	7/18/19
LEE ANN DAVIS 1103 Calle La Resolana	1103	—	none	7/18/19
Frank Romero Delphy Romero	1104	471-5270	None	7-18-1
Julia V. Vandeman Nellie Vandeman	1112	471-3120	None	7-18-19
SANDRA SALAZAR	1118	473277	santafecita47@gmail	7-18-19
Linda Jensen	1120	505 699-0817	Jensenlinda247@gmail.com	7-18-19
SIERRA WILLENNON	1109	473 2207	misfitlennon@gmail.com	7/18/19
2909 Strango Rd corner of Resolana	2909	505 490 3113	Victorgeeks@gmail.com	7/18/19
2909 Strango Rd corner of Resolana	2909	505 795 0796	tiffanybrathomas@gmail.com	7/18/19
WAYNE VIGIL	1032	471-6585	1032 Calle La Resolana	7/19/19
GLEASON	1030	—	1030 Calle La Resolana	7/19/19
GLEASON	1030	—	"	
	1028	—		7/19/19
Eddie Romero & RAY ROMERO	1033	—	1033 CALLE LA RESOLANA	7/19/19

PETITION CIRCULATED BY: Pat Moore

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle la Resolana + more neighbors

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Mark Micra	1111	438-3962	micramark@yahoo.com	7/18
Theresa Gomez Enloe NAPA THERESA GOMEZ ENLOE	1125	913-1668	n.gue9198@msn.com	7/18
Traci Carrillo A Touch of Glass Kathy Jackson	1121	9206471	dcowboys3@comcast.net	7/18
Lucky Morgan Haydee Sandoval Performance Tires	1124A	983-6670	luckydawgdiggers@gmail.com	7/18
Eric Ortiz Parts Plus of N.M.	PH4	438-0999	performancetires50@gmail.com	7/18
Auto Care 2000 LLC Mikey Rivera	1224	424-6300	Calle la Resolana	7/18
Tony Thomas	1	424-3100	Autocare2000@outlook.com	07/19
Walter Jensen	2907	505 566-2577	2907 Siringo gtgathomas@yahoo.com	7/19
Jacky Morgan	1120	505 699 0857	Wjensen53@yahoo.com	7/19
	1120	970 946 3505		7/19

PETITION CIRCULATED BY: MARK MICRA

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle Florinda

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Jamie M. Chavez	1105	—		07-18
Mary J. Chavez, Mary T	1105	—		07-18
Linda L Wessman	1104	970 903 7456	wildrewolf@yahoo.com	7/29/18
Amalia Batela (cannot write name)	1102	505 286 7801		07-18
Richard Batela	1102	↓		07-18
Joseph Quintana	1109	920 6689		07-18
Rosella Quintana	1109	310-1688		07-18
Viola Herrera	1108	471 4160		07-18
Tina M Dossaro	1107	505 469-1115	—	07-18

PETITION CIRCULATED BY: Tina Dossaro

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle de la Sur

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Diane M. Last Diane M. Last	1516	414-218 2063	Dianemarie1946@gmail.com	7/20
BARBARA SAXER Barbara Saxer	1512	505- 920-9553	barbarasaxer7@yahoo.com	7/24
PATRICIA AND RUDY - BAESE Patricia and Rudy - Baese	1500	505 660-2333	Patrudybaese@earthlink.com	7/24
Bradley Perkins Brad	1513	210 296 7657	bdpark@comcast.net	7/24
Tatiana Perez	1501	510 449 22	Tpinterprete@mail.com	5/20
Christopher Sprott	1501	5103415515	vlurry@yahoo.com	5/20

PETITION CIRCULATED BY: Diane Last

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle De Sueños

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Paul R. Oliver	1028 Calle de Sueños	(505) 551-2800	poliver240@gmail.com	7/19/19
Virginia S. Lucero	1028	(505) 473-3900	N/A	7/19/19
Anthony Joseph Fiorina	1028	(702) 785-7298	N/A	7/19/19
Matthew Fiorina	1028	(505) 570-0956	N/A	7-19-19
LeRoy Sanchez	1108	(505) 473-5740	N/A	7/19/19
David Segura	1007 Calle de Sueños	505-699-6840	N/A	7/19/19
Julie Segura	1007	6994071		
Dez Kavanaugh	1010	(505) 660-3043		
Jaime Garcia Sr	1010 Calle de Sueños	505-471-8258	N/A	7/19/19
Mari Gal	1008	505-699-1910		7/19/1
[illegible]	1003	505 690-7467	N/A	7/19/1
Maresa Lucero	1003 Calle de Sueños	505-231-3322	N/A	7/19/19
Armando Borquis	1008 Calle de Sueños	(505) 505-3109404	N/A	7/19/1
[illegible]	1116 Calle de Sueños	474-0832	N/A	7/19/1
[illegible]	1037 Sitio de	471-1759	N/A	7/19/1

PETITION CIRCULATED BY: tito Sanchez

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Clark Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Ute Jannsen-Kerr	2588	660-6070	ute.jannsenkerr@gmail.com	7-17-14
ANDREW JAMES KERR	2858	670 8533	andrew.kerr@sfcc.edu	7/17/14
Anita Rodriguez	2879	473-9711	anita.rodriguez@wmlog.gov	7/22/14
Deborah West	2875	490-1740	dlbrookw@14@gmail.com	7-22-14
Patrick Marsh	2875	603-1119	marsh4w@gmail.com	7-22-14
Mark Martinez	2866	216-6891	mwt2@post.harvard.edu	7-22-14

PETITION CIRCULATED BY: Cascade Bransford

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Clerk Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Miguel Gomez	1125	3102510	WWeinc03@gmail.com	7/20/19
Ivan Ricketson	2886	4244808	IDCARVE@hotmail.com	07/23/
Gregorio Angel Gomez	2369	471-1464	Sangomc@yahoo.com	7/20

PETITION CIRCULATED BY: Carmela Bransford

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Kathy Jackson KATHY JACKSON	1124A	983-6670	LUCKYDAYSDAYCARE@GMAIL	7/22/19
Anthony Rayford	1124A	9836670	Luckydaysdaycare@gmail.com	7/22/19
A Touch of Glass	1121	471-1996	dcowboys3@comcast	7/22/19
Curtis Lardy Curtis Lardy	2838	424-0996	CLJericho@hotmail.com	7/24/19
Francesca Kartes Francesca Kartes	2863	4380182	FKARTAS@gmail.com	7/24/19
Patrick Jorgenson		SIZ 740 1418		7/28/19

PETITION CIRCULATED BY: Liz Alamo

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
	2903			7/20/19
Marcella Griego MARCELLA Griego	2907	505 471-8040	mgriego@comcast.net	
Richard Griego Richard Griego	2907	505 471-8040	"	
	2909			
	2915			
Linda Sandoval	1114	505 438-0991	None	7/20/19
Henry Sandoval	1114	" "	None	7/20/19
Bobby Lovato	1224	calle la resolana	505 424-4800	
Patty Gomez Patty Gomez	1225	669-8140	Supercomping@yahoo.com	7/20
	2912	471-3140		7/20
Kishan Poshiya	2900	424-3297	Kishan_Pos@Yahoo.com	07/20
Caron Caraway	2906	Oak 505 Ct 850-0872	inner workingsnm@gmail.com	07/20
Susan Espe - Caraway Seventh Day Adventist Church	2901 Calle De	719 684-4116	hzeize123@gmail.com	07/22

PETITION CIRCULATED BY: Liz Alarid

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Calle De Oriente

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Christina Martinez	2838	(505) 231-8348	Bellabear5488@aol.com	7-17-19
Raul E. Darnell	2842	505-469-7299	[illegible] mail.com	7-17-19
Douglas Fairchild	2842	505 469-7299	[illegible]@gmail.com	7-17-19
Jennie Herrera	2834	505 471-4394	jch@cybermesa	7/17/19
Wallace Haynes	2822	4583181	None	7/20/19
John Penner	2871	470-5355	N/A	7/20/19
Carrie Penner	2871 Calle de Oriente	470 5898	Jdpfire@aol.com	↓
Rod Hansson	2870 Calle de Oriente	505-795 8084	Rod Hansons Yahoo.com	L
	2818		Nobody	
	2846		Also vacant	
	2850			
Roy Kilgore	2854	505 6995131	NONE	7/20/19
	2855			
	2859			
	2901			

PETITION CIRCULATED BY: Liz Alario

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Clark Road

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL
Rod + Cecilia Hasson			
Rod Cecilia Hasson	1499	505 471-4114	CRHassons aol.com
Linda Ingraham			ingraham.linda@
Linda Ingraham	1498	602 821-8272	gmail.com
Shari Gepner		505	
Shari Gepner	1486	930-3843	
Andrea Serna		927-2145	andreastherapy
Andrea Serna	1492	310-0729	@ Hotmail
Eric Chavez		505	
Priscilla Gutierrez	1478	470-9393	peegeewhiz@outlook.com
Debbi Laemmle		(505) 204-	Cell
Debbi Laemmle	1479	2567	debbilaemmle1230@gmail.
Jeremy Romero	1443	505 470-1659	ESR6062@gmail.com
DAVID REECE	1445	505	davidvreece@aol.com
DAVID REECE		924-1068	
Miguel Alonso	1467	505 469-6471	miguelalonso@msn.com
Michele Laemmle	1475	474-6407	no
Dawson Laemmle	1459	690-8926	ha
Amelia Martinez	1463	301-2466	Ameliam@MSN
Mario Suazo	1455	204-1358	ds
Hannah D'Errico	1460	413 687 2457	hderrico@gmail
Tsering Sherpa	1470	505 913-1359	n/a

PETITION CIRCULATED BY:

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1113 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Clark Rd

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL
Chris Craig Doug Seawright	1494	713-252-8608	CCraig77070@yahoo.com.
Peter Paul Davis	1495	505-920-9777	ppldavis64@gmail.com
Marsha Davis Marsha Davis	1495	505-920-5677	marsha-davis@comcast.net
[illegible]	1491	[illegible]	—
Kathy Perea	1491	[illegible]	—
Mr. + Mrs. Robert Zook			biselawrat@centurylink
Maureen Hill MAUREEN HILL	1471	505-699-5110	MAUREENHILL.MARKETING@GMAIL.COM
R Rodecki Renee Rodecki	1490	471-9553	
Judith Eftink-Wessendorf	1489	(505) 474-4795	Eatonsong@aol.com
Don Eaton	1487	(505) 474-4795	Eaton@aol.com

PETITION CIRCULATED BY: _____

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO:

TRAFFIC CONCERNS, HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS.

STREET NAME Escondida Court

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Robert Lamagante	1574	505 660-4773	Phenix@cybermesa.com	7/18/19
Mary Ellen Underwood	1572	505 471-1563	mlenderwood@cybermesa.com	7/18/19
Lisa G. Gutierrez	1560	505 438-8257	lisana505@msn.com	7/18/19
Mary Mugali	1536	505 473-1950	No email	7-19-19
Marcia Medina	1535	505 473-9802	mamedinasf@msn.com	7-19-19
Daniel Mali	1539	505 690 0718	dannymalie@gmail	7/18/19
Liz Lenora	1543	623 224708 3	Lizlenora1@gmail	7/19/19
Diane McElliott	1537	470-3624	dmcallee@hotmail.com	7/19/19
Harrison Frazier	1540	505 690 4502		7/20/19
Lexi Frazier	1540	505 699 0176	ahoskin90@yahoo.com	7/20/19
Heidi Long	1547	623 500-9968	artistnotila@aol.com	7/20/19
Donald Y Smith	1548	505 5090	No email	7/20/19
Joanie Kennedy	1544	505 660 7342	joaniekenjk@gmail.com	7/21/19

PETITION CIRCULATED BY: Mary Ellen Underwood

PETITION TO STOP THE PROPOSED DEVELOPMENT AT 1115 CALLE LA RESOLANA.

WE THE UNDERSIGNED ARE STRONGLY AGAINST THE DEVELOPMENT DUE TO: TRAFFIC CONCERNS, (lack of water supply (insufficient)), bad roads, no services (public transport etc) HIGH CONCENTRATION OF LOW INCOME DEVELOPMENTS ALREADY IN THE AREA, PLACEMENT IN A DENSELY POPULATED, ESTABLISHED NEIGHBORHOOD, ONLY ONE POINT OF ENTRANCE AND EXIT ONTO A BLIND CORNER AND LOSS OF PRIVACY DUE TO TWO STORIED BUILDINGS. (no schools etc.)

STREET NAME: TIERRA Del Oriente/Calle Norteno

SIGNATURE & PRINTED NAME	HOUSE #	PHONE	EMAIL	DATE
Mark Trujillo	1444	505 310-7849		
Charlotte & Chavez	1450	505 690-7021	snikkercat@aol.com	
Rosa A Ortiz Rita Ortiz	1442	505 2166583	rhmortiz@yahoo.com	
BASIA CRUZ	1402		CRUZSAVAGE@HOTMAIL.com	
Johnny Cruz	1402		" "	
Matthew Barton	1414	5055371482	c/oo Holt. agahot	7-24
BALWANTH GODOOR	1416	5054907770	balwanth@msn.com	7/24/1
tatiana perez	1501	510 4449281	etatianaperez@yahoo.com	7/24/
Christopher Spratt	1501	510 5415515	vlurrg@gmail.com	7/24/

PETITION CIRCULATED BY: Amelia Martinez

To whom it may Concern:

Joseph & Rosella Quintana oppose on the Case: # 2020-001994-PIBD- 1115 Calle La Resolana Zoning Ordinance Edmendment

Case. # 2019-001149-PIBd. 1115 Calle Las Resolana Development Plan 1115 Calle La Resolana Zoning.

Due to major traffic and noise

Joseph Quintana

May 18, 2020

Michele Laemmle & Damon Laemmle

1475Clark Road & 1459 Clark

Santa Fe, NM 87507

City of Santa Fe

Planning Commission

"Land Use Public Comments"

Case #2020-001994—PLBD. 1115 Calle La Resolana Zoning Orrindance Amendment : Case #2019—001149—PLBD. 1115 Calle La Resolana Development Plan

Dear Commission,

We are against allowing the request to amend Ordinance 1998-23 Condition #5; having lived in this neighborhood for over 20 years, we have seen much more automobile traffic in this designated location, as well as the continuous running of stop signs, speeding, using no turn signals, thus causing unsafe / hazardous situations for pedestrians walking, bike riding, driving vehicles, etc. As your presented "studies / data" may display that this area can maintain a disturbed flow of traffic to the surrounding area, the realization is that this proposed access will magnify the horrendous safety issues which already are being taken place. If one could take visual information from this area on a daily basis, and use it as a "traffic control tood" it would be easier to justify, as to why this access is not safe.

If this proposed development does go through, we highly recommend that it be accessed through Cerrillos Road, which already include safety features such as stoplights, crosswalks, etc. which are more suitable for both pedestrian and vehicle usage. We also support the notion that 2-story 45 units be decreased to 20-25 units, single story. Again we wish to state that we are not in favor of the development or amended access at this time, as per the current proposal.

Respectfully,

Michele Laemmle,
Michele Laemmle
Damon Laemmle
Damon Laemmle

Dear Planning Commission, May 14, 2020

My name is Sherri Lennon and I live at 1109 Calle La Rosalena near the property where the planned housing is supposed to be. I am a retired registered nurse of 30 years. I think I can give you good information regarding the housing. I just plain and simple don't want this for my neighborhood. Each night I sleep with my windows open and I hear all the traffic on Rosalena each morning and through the day. I can barely stand it from the noise and pollution that comes from the traffic. I have bars on my windows and doors for safety as in the past ten years there has been alot of break ins. Having a housing development right on Rosalena with much more cars and traffic would make me feel much more unsafe and uncomfortable. I am against changing the original ordinance [1998-23] Also against the building proposal.

Sincerely,
Sherri Lennon

May 13, 2020

City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

Planning Commission,

I am a resident of the neighborhood and live close to the area where you want to build the 45-unit housing and parking. I have lived in this neighborhood for 26 years and have experienced new and revived housing. I don't know if you are aware of it but there have been many car accidents on Resolana over the years. I think that three neighbors have had their walls knocked down from the traffic less than 30 yards from the proposed plan and in our neighborhood, there seems to be more and more cars parked in the driveways and on the streets. I do know that this proposal came up before your planning commission once before and was turned down because of the traffic on Resolana. I think that we have more traffic and more people living in this area than ever before, so I am against changing the standing ordinance and as for the second part of the meeting I am against approval for plans to build a 45 housing unit. I want my letter to be a part of the official record.

Wallace Haynes

Wallace Haynes
2822 Calle de Oriente
Santa Fe, New Mexico 87507

EXHIBIT 2

Google Maps NM-14

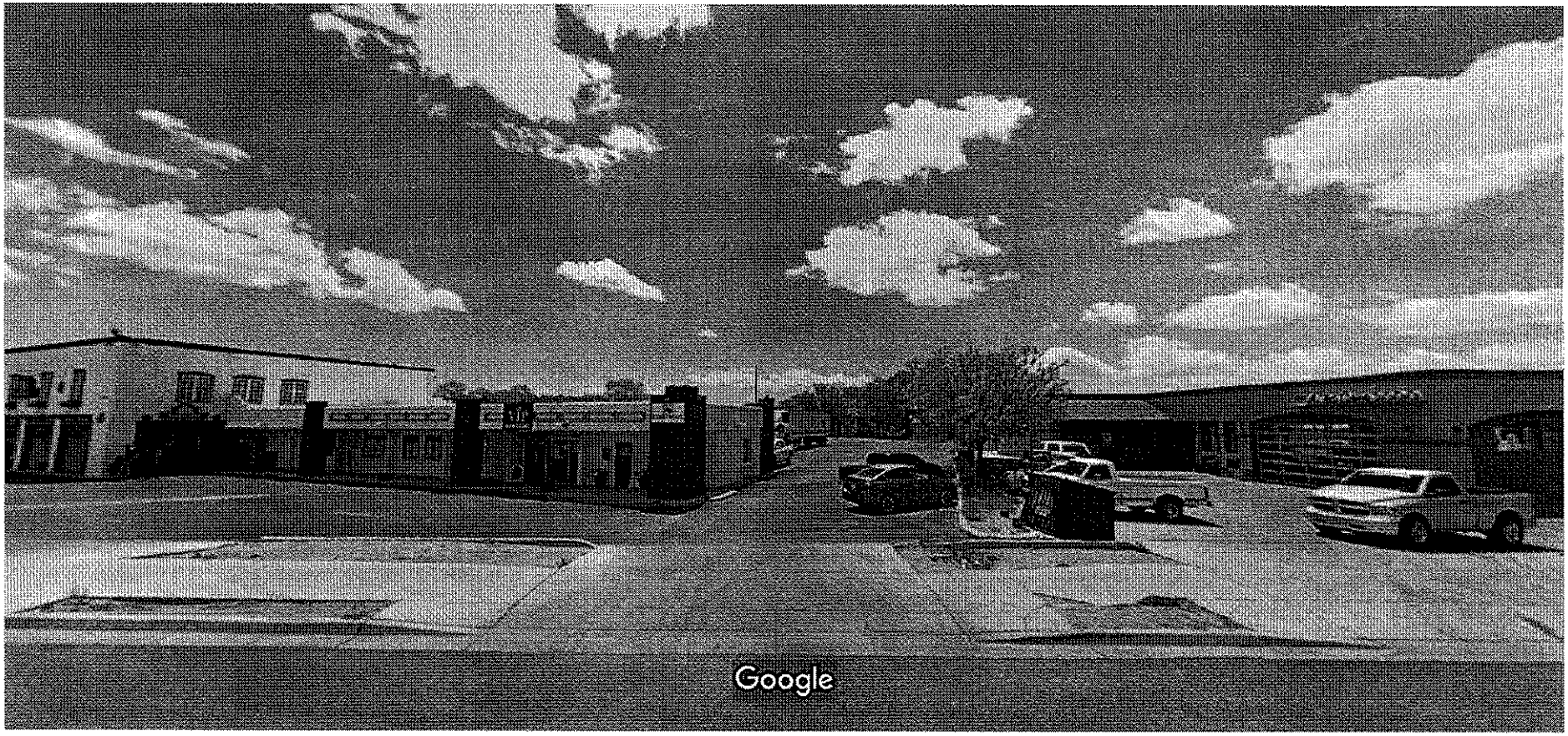


Image capture: May 2019 © 2020 Google

Santa Fe, New Mexico

Google

Street View

EXHIBIT 3

Google Maps NM-14

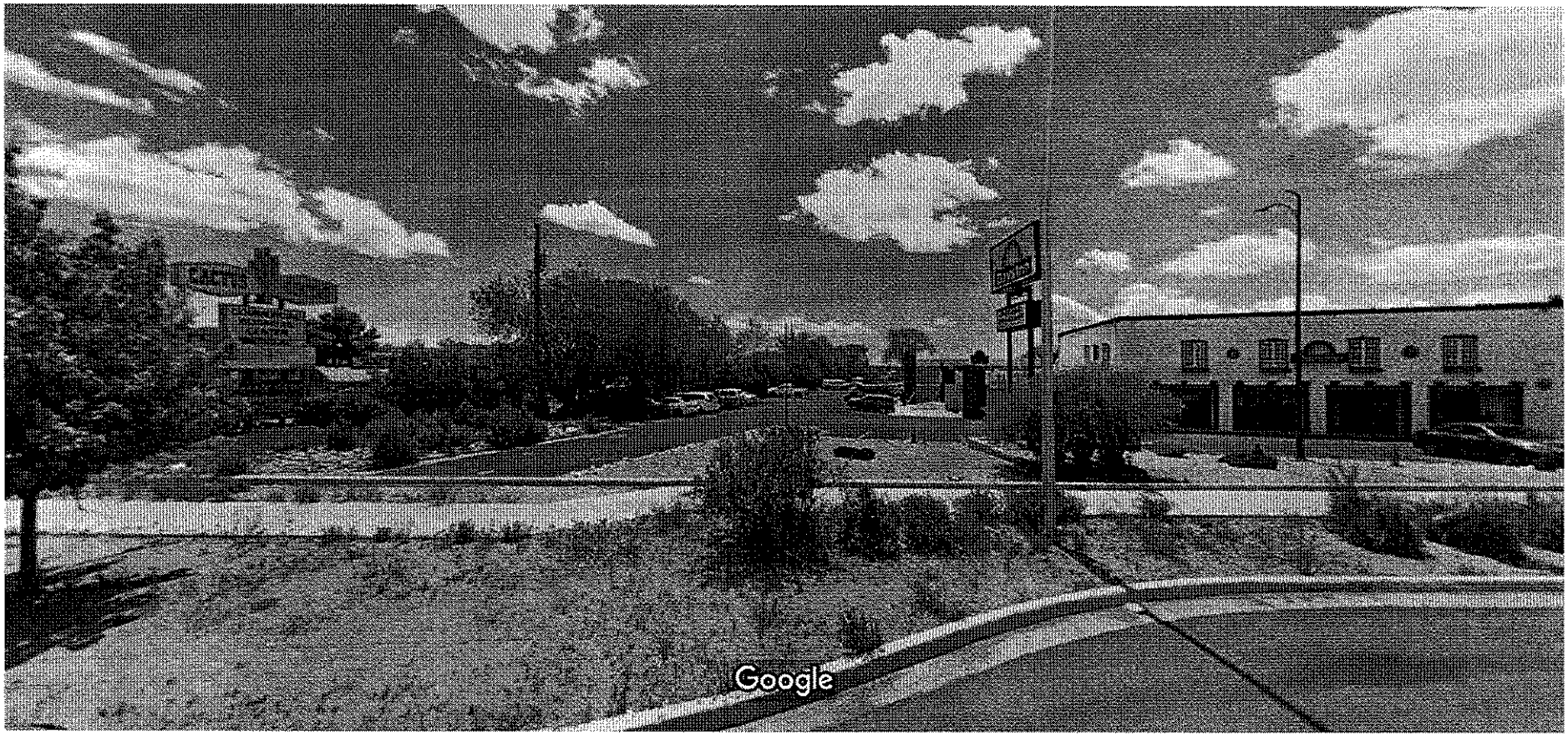
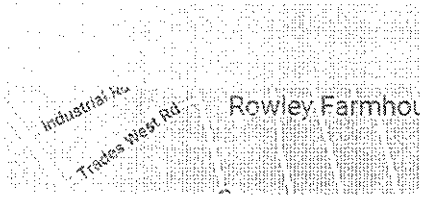


Image capture: May 2019 © 2020 Google

Santa Fe, New Mexico

Google

Street View



July 8, 2020
Governing Body Meeting
Case #2020-1994
1115 Calle La Resolana
Ordinance Amendment

EXHIBIT B

February 21, 2020 Planning Commission and Packet Material

Land Use Department
Planning Commission Staff Report

Case No's:	2020-1994 & 2019-1149
Hearing Date:	May 21, 2020
Applicant:	Santa Fe Civic Housing Authority
Request:	Development Plan
Location:	1115 Calle La Resolana
Case Mgr.:	Daniel A. Esquibel
Zoning:	C-2(General Commercial)
Overlay:	Suburban Archaeological Review District
Pre-app. Mtg.:	May 30, 2019
ENN Mtg.:	July 9, 2019 and March 9, 2020
Proposal:	Request an amendment to Ordinance 1998-23 Condition #5 and a development plan to construct a 45-dwelling unit townhouse style apartment complex.



Case #2020-1994.1115 Calle La Resolana Zoning Ordinance Amendment. Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, requests to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District.

Case #2019-1149. 1115 Calle La Resolana Development Plan. Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, requests Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District.

I. RECOMMENDATION

The Land Use Department recommends **APPROVAL** subject to staff recommended conditions of approval listed in Section II in this report along with Technical Corrections listed in Exhibit A.

Four motions will be required in the following order:

- *Recommend the Governing Body approve or deny Case #2020-1994 amending Ordinance 1998-23 Condition Number 5, to allow access onto Calle La Resolana.*
- *Approve or deny the Development Plan subject to the conditions of approval and technical corrections recommended by staff.*
- *Approve or deny Findings of Fact and Conclusions of Law for Case #2020-1994 presented in Exhibit B.*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2019-1149 presented in Exhibit B.*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval:

Table 1 Conditions of Approval

#	Condition of approval	Dept/Division	Completed By:
1	An approved water plan and Agreement to Construct and Dedicate (ACD) from the Water Division will be required.	Water Division	Prior to recordation of the development plan.
2	The proposed development plan is subject to Governing Body approval of Case #2020-1994 (removal of Condition #5 on Ordinance 1998-23).	Current Planning Division	Prior to recordation of the development plan

Case #2019-1149 *"1115 Calle La Resolana Development Plan"* shall be subject to the conditions of approval listed above and Technical Corrections listed in Exhibit A.

There are no conditions of approval for Case #2020-1994"*1115 Calle La Resolana Zoning Ordinance Amendment."*

III. EXECUTIVE SUMMARY

Santa Fe Civic Housing Authority (Applicant) requests approval of a development plan to construct a 46,523 square foot, 45-unit apartment complex. The Applicant is proposing to develop "*100% affordable rental homes, subsidized by the Low-Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.*"

The development plan is contingent upon the approval of the request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street.

The Applicant has complied with Subsections 14-3.1(E) *"Pre-Application Conferences"*, 14-3.1(F) "Early Neighborhood Notification Procedures", and 14-3.1(H) *"Notice Requirements"*.

Staff's analysis finds that the Applicant has satisfied the approval criteria for development plans listed in Subsection 14-3.8(D) "Approval Criteria and Conditions". The City Traffic Division has accepted the Applicant's Traffic Impact Analysis (TIA) justifying the removal of Condition #5 from Ordinance 1998-23.

The Land Use Department recommends ***APPROVAL*** of Case # 2020-1994 and Case 2019-1149, subject to conditions identified in Section II "Conditions of Approval" of this report, and Technical Corrections listed in Exhibit A.

IV. SITE ANALYSIS

The property is a vacant tract of land located at 1115 Calle La Resolana, consisting of approximately 2.58 acres. The property is zoned C-2(General Commercial) and is within the Suburban Archaeological Review District.

Subsection 14-3.13(3) *"Suburban Archaeological Review District"* requires archaeological clearance permits for final development plans approved by the Planning Commission for properties having over 10 acres. This project consists of approximately 2.58 and therefore does not require an archaeological clearance permit.

A. Summary of Approvals

In 1992, this property was rezoned from C-2 to RM-2 (Multi-Family-Residential - 29 dwelling units per acre [RM-2 designation was renamed to R-29]) for the development of a 34-unit residential condominium project (Los Arboles Condominium). The Applicant (Pacific Santa Fe Properties, L.P.), at that time went back to the Governing Body to rescind conditions of approval associated with the condominium project but was denied. On June 24, 1998, Pacific Santa Fe Properties, L.P., appeared before the Governing Body to rescind the RM-2 zoning and revert to C-2 zoning to develop mini-storage units on the property. The Governing Body approved the request to revert to C-2 zoning resulting in several conditions in the Ordinance. However, the storage units were never developed resulting in the expiration of the development plan and all conditions but one, condition #5. The reason condition #5 remained intact was way it was written. Taken together with Section 3 of the Ordinance, Condition #5 ran with the land as opposed to the development plan.

Section 3.
The conditions of approval attached hereto and referenced herein as "Exhibit A" are hereby adopted as conditions of approval that run with the land and bind the property.

Exhibit A: Condition 5.
Access from Calle La Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter.

B. Adjacent Properties

Table 2 Adjacent Zoning

Direction	Zoning
North	C-2 (General Commercial) Hotel Use (Days Inn)
South	R-5 (Residential – 5 dwelling units per acre (Tierra Escondido Subdivision)
East	R-5 (Residential – 5 dwelling units per acre (Tierra Escondido Subdivision)
Northeast	C-2 (General Commercial) (shopping center i.e. Big 5)

Northwest	C-2 (General Commercial) (NAPA Auto Parts)
West	C-2 (General Commercial) (A Touch of Class and CenturyLink)

C. Access and Traffic

The property is a Tract of land that is identified in shape, as a "flag lot[1]". The Tract has two means for providing ingress/egress onto the site. The first means of ingress/egress is part of a Reciprocal Easement Agreement which utilizes a 38' access and utility easement which runs north through the Day's Inn Hotel parking lot to an existing driveway to Cerrillos Road (Exhibit H). The Reciprocal Easement also includes easements on the subject site running north/south along the west property line and east/west along the north property line. All easements connect at the northwest corner of the Applicant's property. The second means of ingress/egress is located at the southwest portion of the property which is a 38' wide, 209' long, stretch of the property that adjoins Calle La Resolana (55' right-of-way). This is the piece of the Applicant's property joins Calle La Resolana at the curve and is controlled by condition #5 of Ordinance 1998-23, if used for access onto Calle La Resolana. Both proposed driveways lead directly into the developments proposed parking area. The Cerrillos Road Driveway is a controlled driveway allowing right-in, right-out only. Utilization of this easement and driveway through the hotel's property reduces parking to the Day's Inn. The Days Inn has 83 rooms requiring 83 parking spaces and leases 5,000 square feet of retail space to two salons and one restaurant requiring 25 parking spaces. The required combined total parking spaces for the Day's Inn and its tenants is 108 parking spaces. Using the City's ArcGIS Aerial photography, the total parking counted on the hotel premises is 113 parking spaces. If the proposed apartment development utilized the easement through the Day's Inn for primary access to Cerrillos Road, the hotel will lose 9 parking spaces and dip below required parking requirements by 4 parking spaces. The second access point is off Calle La Resolana. This proposed driveway is located at the curve at Calle La Resolana, just 175 feet northwest of Calle De Oriente (public right of way). This proposed driveway located at Calle La Resolana maintains the same natures of concerns today as it did in 1998, with the approval of the Development Plan for mini-storage units and the reason for condition #5 in Ordinance 1998-23. concerns raised centered on the hazards of a driveway located on a curve along with increased traffic to Calle La Resolana.

The Applicant's proposal will use both proposed driveways as follows:

1. Cerrillos Road proposed driveway and easement through the Day's Inn property will be used for emergency use only (no access from the development).
    a. The City Fire Department has reviewed this option, and placed conditions of approval to address use as an emergency access, including but not limited to, the placement of an emergency access gate at the property line with an Opticom sensor. There are no comments concerning this driveway for use as an emergency access from the City Traffic Division.
2. Calle La Resolana proposed driveway: The Applicant has acquired an easement from the adjoining neighbor directly south of the property. The acquired easement will allow ingress/egress to Calle La Resolana on the straight away between the curve on Calle La Resolana and Calle De

[1] A flag lot can be described as a tract of land or lot, where no part of the property fronts along a public or private street except for a long sliver of land acting as a driveway. The property often resembling the shape of flag.

Oriente. The acquired easement measures 28' wide and takes up approximately 643 square feet of the neighbor's property (2915 Calle De Oriente). An analysis of the neighboring property identified that no nonconformities are created with the inclusion of the new lot access driveway proposed on 2915 Calle De Oriente.

During the ENN, comments raised identified a concern for increased traffic and vehicle crashes along Calle La Resolana. However, aside from concerns raised at the ENN, no additional data was submitted aside from the Applicant's TIA and any known City data for analysis by the City Traffic Division.

The City Traffic Division comments are based on known data and the Traffic Impact Analysis provided by the Applicant as follows:

a. *"The Traffic Impact Analysis "demonstrates that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network."*
b. *"With the proposed realignment of the said driveway, the developer is able to obtain the required sight lines."*
c. *"The Public Works Department supports the proposed development plan and the proposed Ordinance amendment allowing access onto Calle La Resolana."*

The City Fire Department provided standard conditions of approval for development. These conditions are listed both in Exhibit A *"Technical Corrections"*.

The Land Use Department requested crash data from the City of Santa Fe Police Department for Calle La Resolana starting from Cerrillos Road to just past Calle De Oriente. The following response was received form Officer Abbo *(reference Exhibit C)"*:

> *"For crashes since 2015 until present, Calle La Resolana and Cerrillos there has been 4 crashes, Calle La Resolana and Calle De Oriente I have 1 crash, Calle La Resolana and Siringo 1, and for some reason we have a crash just listed as Calle La Resolana with no cross street."*

The intent of condition #5 adopted with Ordinance 1998-23, was due to a development plan which incorporated a driveway on a curve with poor siting. The new development plan and proposed driveway design eliminate the prior issues associated with condition #5 and is supported by the City's Traffic Division. However, condition #5 was adopted to run with the land and is not specific to any individual development plan. If the Planning Commission finds that the proposed development plan complies with the development plan approval criteria listed in Subsection 14-3.8(D) and recommends the Governing Body remove condition #5 from Ordinance 1998-23, the approvals will also require a condition that links the development plan approval to the Governing Body's removal of Condition #5 (already included in Section II). It should be noted that the Applicant has not proposed any alternative means of ingress/egress to the site other than what is identified in this Staff Report.

D. Parking

Chapter 14 Exhibit A – *"Table 14-8.6-1 Parking and Loading Requirements"* contains five (5) parking-related requirements that apply to this proposed multi-family development.

Table 3 Parking Requirements

Dwelling Unit Size	Parking Requirement
Attached dwelling unit (over 5 units): Less than 800 square feet of heated floor area	*1 assigned space and 0.25 unassigned space per dwelling unit*
Attached dwelling unit (over 5 units): 800-1,200 square feet of heated floor area	*1 assigned space and 0.5 unassigned space per dwelling unit*
Attached dwelling unit (over 5 units): More than 1,200 square feet of heated floor area	*1 assigned space and 1 unassigned space per dwelling unit*
Recreational and community center buildings, recreation clubs and related uses	*Spaces equal to 30 percent of total permitted occupancy or as determined by the city.*
Non-medical offices	*One space per each 350 square feet of net leasable area*

The Applicant is proposing 45 attached dwelling units divided amongst 6 townhouse buildings, in addition to a community room and an office. Table 4 *"Parking Calculation"* identifies parking requirements for the entire development plan:

Table 4 Parking Calculation

Number of Dwelling (DU)	Dwelling Size (Square Feet)	Parking Requirement*
39-Two Bedroom DU's	913	58.5 (59 Parking spaces)
3-Three Bedroom DU's	1162	4.5 (5 Parking Spaces)
3-Three Bedroom DU's	1185	4.5 (5 Parking Spaces)
Community Rooms	570	2 Parking Spaces
Office	570	1.6 (2 Parking Spaces)

**14-8.6(B)(2)(c) Calculations of the number of spaces required shall be rounded up to the next whole number.*

The required parking for the development plan is 73 parking spaces. The development plan includes a total of 76 onsite parking spaces. However, the new driveway design was not integrated with the submitted development plan, which shows that the new driveway design reduces total parking by 3 parking spaces. Additionally, while the number of parking spaces may comply with Chapter 14, the dimensional standard for parking used was not clearly defined. The development plan shall upgrade parking numbers and comply to the following standards and include a parking detail showing width, length and angle of each type of parking proposed:

(1) Types of Spaces Allowed

(a) All parking spaces shall be designated either "standard" or "small car" or "one size fits all," depending on the size of the car space.

(b) However, "one size fits all" spaces may not be used with "standard" or "small car" spaces.
(c) Parking lots with ten vehicles or more may have spaces designated for small car use. Up to 20% percent of the total spaces required of a parking lot may be designated for small car use. Small car spaces shall be clearly identified with signs or pavement markings.

Chapter 14 Exhibit C – *"Off-Street Bicycle Parking"* (Table 14-8.6-3) requires 10 bicycle parking spaces for parking between 51-100 parking spaces. The development plan proposed 25 bicycle parking spaces. The proposed bicycle parking exceeds the requirements of Chapter 14 for number of required parking spaces and complies with bicycle rack design standards.

E. Lot Coverage

Table 14-7.3-1: *"Table of Dimensional Standards for Nonresidential Districts"* regulates lot coverage based on the total projected area on the ground of structures in relation to the lot area. The maximum lot coverage permitted in C-2 Districts is 60%. The property is approximately 2.58 acres of land totaling approximately 112,384 square feet. The total proposed square footage of the project is 46,523 square feet. However, the total projected area on the ground of structures (roofed area/footprint) is 27,850+/- square feet, resulting is a total lot coverage for the development of 24.78%. The project complies with Chapter 14 for lot coverage.

F. Terrain Management

The property drains to the southeast. Retention/detention ponds have been included in the design of the project to address pre-development and post-development drainage from impervious surfaces. Technical Corrections to the terrain management plan have been required by the Land Use Technical Review Division to address drainage and construction concerns. These corrections are required to be addressed prior to construction.

Technical Review Division Correction are included in the table in Exhibit A. Technical Review Comments can be viewed in Exhibit C).

G. Open Space and Landscaping

Subsection 14-7.5(D)(8) *"Residential Private Open Space Standards"*, regulates open space for multi-family developments in C-2 Districts.

> *(d) C-2 Districts*
> *Open space is required for each ground-floor dwelling unit at a minimum of two hundred fifty (250) square feet. Dwelling units located above the ground floor are not required to provide open space.*

The proposal is to construct 45 townhouse style, two story dwellings unit apartments. The required open space for this project is 250 square feet of private open space per dwelling unit. The require open space equals 1,250 square feet of gross area or 10% open space of the property. The development plan shows 250 square feet of private open space per dwelling unit with an additional 5,747 square feet of common open space adjacent to Building E, to be used as an internal park for the apartment complex. The park will include both play structures and benches.

There is also an additional 458 square feet in the parking and drainage areas. Private open space for this development exceeds Chapter 14 open space standards by 5.5%.

During the ENN, concerns raised centered around a pedestrian hazard for children crossing the driving aisles to play in the common open space. The driving aisle around the common open space provides access to angled parking for the townhome apartments with one-way traffic. To address pedestrian safety concerns raised at the ENN, Staff has included corrections to the development plan within Exhibit A *"Technical Corrections"*, to include crosswalks and appropriate signage such as "Children at Play" throughout the development.

The proposed landscape plan shows vegetation planted though out the project including within the ponding and open space areas. The landscape complies with the requirements of Subsection 14-8.4 "Landscape and Site Design". The Land Use Technical Review Division has provided technical corrections listed in Exhibit A to be included in the development plan. A detailed review of the landscape plan will be conducted at the time of permitting for the construction of the project.

Technical Review Division comments for landscaping can be found in Exhibit C.

H. Wet and Dry Utilities

The proposed development will connect to city services for water and sewer. Water and sewer connections will extend into the property from City services in Calle La Resolana. Electrical service will be accessed along the north property line. Gas service is not available.

The annual water budget proposed for the project is 7.45-acre feet per year (including landscaping). Housing developments that exceed 10-acre feet per year must submit water right offset and less than 10 -acre provide retrofit offsets. However, affordable housing projects are exempt from both water-rights and retrofit offset requirements.

No concerns or conditions were provided from the Wastewater Division. Water Division comments can be found in Exhibit C.

I. Noise

During the ENN of March 9, 2020, a concern was raised regarding the issue of noise due to parties or from or inappropriate behavior from a tenant. The Applicant's agent responded by identifying that the apartment complex maintains rules conduct of the tenants through unit leases. If situations arise, neighboring residents can contact Ed Romero who will address the issue.

J. Fire

The Applicant is proposing to sprinkler the buildings as well as provide on fire hydrant centrally located within the development just east of the park.

The Fire Marshal has provided standard comments, which can be found in Exhibit C.

V. DEVELOPMENT PLAN APPROVAL CRITERIA

Chapter 14 requires the Planning Commission to make the following findings to approve a development plan:

Approval Criteria– Necessary Findings (Section 14-3.8(D))

§14-3.8(D)(1)(a) - that it is empowered to approve the plan under the section of Chapter 14 described in the application;	Criterion Met: (Yes/No) **YES**
Santa Fe City Code (SFCC) Subsection 14-2.3(D)(1) authorizes the Planning Commission to review and approve or disapprove development plans and subdivision plats. Subsection 14-3.8(B) requires approval of a development plan for projects with a gross floor area of thirty thousand feet or more. The City's Development Review Team has reviewed the application, which requires minor technical correction prior to filing. The application complies with City Code subject to conditions of approval and technical corrections.	
§14-3.8(D)(1)(b) - that approving the development plan will not adversely affect the public interest	Criterion Met: (Yes/No) **YES**
The term *"Public Interest"* is not specifically defined in Chapter 14; however, the Governing Body has implemented the General Plan as stated in Subsection Section 14-1.3 (General Purposes). The resulting ordinances establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest from within the municipality. Staff has reviewed the proposed development plan application in accordance with these ordinances. Subject to staff recommended conditions of approval, the proposed development plan application complies with minimum standards of Chapter 14 SFCC and would not adversely affect the public interest.	
14-3.8(D)(1)(c) - that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.	Criterion Met: (Yes/No) **YES**
The uses surrounding the project are a mix of residential townhomes, single-family residential dwellings, and non-residential development uses (reference Table 2). The project use is a compatible use to both adjoining properties and properties within the vicinity that are residential in use and design. Additionally, the project provides a transitional buffer to the commercial uses north and northwest of the property. The zoning for the property is C-2 which allows nonresidential uses. The buidlings are designed for multi-family residential use, but could be adapted to a nonresidential as allowed within a C-2 District. This complies with the requirements specified in Subsection 14-3.8(D)(1)(c) *"...that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity."*	

VI. EARLY NEIGHBORHOOD NOTIFICATION

The Applicant conducted two ENN meetings at the Genoveva Chavez Center for this project. The first ENN was conducted on July 9, 2019 for the introduction of the development plan and the second was on March 9, 2020 for the introduction for the Amendment to Ordinance 1998-23. The case planner attending the first ENN was Margaret Ambrosino, who no longer works for the City of Santa Fe. The sign-in sheet for the first ENN identifies that there were 50 people in attendance including the Applicant. Dan Esquibel

was assigned the project for City review and attended the second ENN. The Sign in sheet identified that 49 people attended the ENN including the Applicant.

The issues raised during the first ENN (reference Exhibit D) include:

1. Walking traffic from Pete's Pets is a problem,
2. Problems associated with the Coronado Condominiums,
3. The neighborhood is overpopulated and cannot handle any more housing,
4. Increased traffic,
5. The speed traveled on Calle La Resolana is too fast and the entrance to the project is on a curve and dangerous,
6. Drainage into the neighborhood from Big 5 ,
7. Increased cut-through traffic from Siringo Road to Cerrillos Road and vice versa,
8. A concern for noise and lighting,
9. Presence of alcohol and drugs in the neighborhood,
10. The increased crime as a result of this development,
11. The neighborhood is already saturated with low income housing, and
12. The loss of privacy due to the two-story townhouse design and loss of property values.

Staff contacted neighborhood residents and the Applicant to try and mediate some of the issues related to the project. The Applicant was amenable to the process and upon request (by staff) provided a draft set of the plans to present to the neighborhood. The draft set of plans did not include Terrain Management plans because they were still being development. On October 15, 2015 City Staff met with residents of the surrounding neighborhoods (approximately 20 people were in attendance) to go over the plans. They expressed many of the same concerns. Both the code section[2] and public hearing process[3] were presented by staff as the group of neighbors reviewed the plans. The group requested crime and crash data for the low-income housing areas located near the project site. Staff was not able to obtain crime data or low-income housing data but did receive accident information (previously specified in Section IV(C) *"Access and Traffic"* from the Police Department.

The group of neighborhood residents did not wish to meet with the Applicant, but instead asked to receive a copy of the final set of plans submitted by the Applicant.

Many of the same issues raised during the first ENN were reiterated during the second, more recent ENN held on March 9, 2020.

VII. EXPIRATION

Development Plans may expire as per Subsection 14-3.19(B)(4) "Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to Subsection 14-3.19(B)(6)."

[2] 14-3.8 – *"Development Plans"*
[3] Planning Commission and Governing Body application process

Should the Commission approve the development plan and adopt the Findings of Fact and Conclusions of Law, the expiration date would be May 21, 2023.

VIII. EXHIBITS:

EXHIBIT A: Technical Conditions

EXHIBIT B: Findings of Fact and Conclusions of Law

EXHIBIT C: Development Review Team (DRT)
1) Traffic Engineering, John Romero
2) Email from Officer Abbo
3) City Subdivision Engineer (Terrain Management), Dee Beingessner
4) Technical Review Division (Landscaping), William L. Rivera,
5) Water Division, Brian Snyder
6) Wastewater Division, Stan Holland
7) Fire Department, Geronimo Griego
8) Santa Fe Homes Program

EXHIBIT D: Early Neighborhood Notification
1) ENN Notes
2) Guidelines (7-9-19 meeting)
3) Sign in sheet
4) Guidelines (3-9-20 meeting)
5) Sign in sheet

EXHIBIT E: Maps and Photos
1) Current Zoning Map
2) Future Land Use Map
3) Aerial Photo
4) New Driveway Alignment

EXHIBIT F: Correspondence

EXHIBIT G: 1998 Minutes and Ordinance
1) Council Minutes June 24, 1998
2) Ordinance 1998-23

EXHIBIT H: Applicant Material
1) Reciprocal Easement Agreement
2) Application
3) Proposed Development Plan
4) New Driveway Alignment

APPROVED AS TO FORM:

Title	Name	Initials
Land Use Department Director	Eli Isaacson	ESI
Land Use Planner Manager	Noah Berke	NLB
Land Use Planner Senior	Dan Esquibel	

May 21, 2020
Planning Commission
Case #2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT A

Technical Corrections

EXHIBIT A
Technical Corrections
Case #2019-1149
1115 Calle La Resolana Development Plan

	Technical Corrections of approval	Department	To be completed by:
1	The development plan shall upgrade parking numbers, and include parking details showing width, length and angle of each parking style proposed. All parking shall comply with Exhibit B - Illustrations of Parking Space Layout and Dimensional Standards.	**Land Use Current Planning**	Prior to recording the Development Plan
2	Include in the Development Plan crosswalks and appropriate signage such as "children at play" throughout the development.		
3	Complete all Development Plan redlines		
4	Geotechnical/soils report stamped by a New Mexico Professional Engineer.	**Technical Review Division**	Prior to permit review
5	Certified topographic survey		
6	Utility plan that clearly labels the water and sewer as "public", where applicable (for water - up to the meter cans and fire service valves.)		
7	Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.		
8	Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.		
9	Show floodplain boundaries on the plat, if applicable.		
10	Water Harvesting from roof and site runoff is required.		
11	All shrubs to be 5 gallon size.		
12	Mohonia repens- "Creeping Mahonia" is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.		

13	Landscape fabric and mulch are missing.		
14	Seed rate and sod square footage are missing.		
15	One to three-year water budget calculations is missing.		
16	Irrigation zones are designed based on "locations", not to "plant needs" as required by city code.		
17	Please explain your use of bubblers vs drip for tree irrigation.		
18	Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.		
19	Bubblers and drip on the same zone are not to city code.		
20	Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.		
21	Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	**Water Division**	Prior to finalizing the development plan.
22	Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1)	**Fire Division**	At the time of any new construction or remodel.
23	Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1)		
24	507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building.		
25	Shall have water supply that meets fire flow requirements as per IFC (Appendix B)		
26	Shall comply with Section D102.1 Access and Loading (75,000 lbs).		

27	Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)		
28	Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.		
29	Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates.		
30	Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.		

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT B

Findings of Fact and Conclusions of Law

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2020-1994

Calle La Resolana Zoning Ordinance Amendment.
Applicant's Name – Santa Fe Civic Housing Authority
Agent's Name – Monica Montoya

THIS MATTER came before the Planning Commission (Commission) for hearing on May 21, 2020 upon the application (Application) of Monica Montoya as agent for Santa Fe Civic Housing Authority (Applicant).

The Application pertains to 1115 Calle La Resolana, totaling 2.4+/- acres (Property). In this case, the Applicant requests approval of a zoning ordinance amendment to Ordinance 1998-23. Specifically, the Applicant asks the Governing Body to remove Condition #5, as set forth in Ordinance 1998-23, Exhibit A, to allow ingress/egress to and from Calle La Resolana from 1115 Calle La Resolana. The Property is zoned C-2 (General Commercial District). At a hearing held concurrently with this hearing, the Commission considered the Applicant's related application for a development plan for the Property (Case #2019-1149).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. On June 24, 1998, the Governing Body approved a rezoning request from Pacific Santa Fe Properties, L.P. and adopted Ordinance No. 1998-23, which rezoned the Property from RM-1 (residential – 21 dwelling units per acre) to C-2 (General Commercial).
2. Pacific Santa Fe Properties, L.P. requested approval of the rezoning and a preliminary development plan for the Property to construct mini-storage units.
3. Ordinance 1998-23 included an "Exhibit A," which set forth nine conditions of approval that run with the land and bind the property.
4. At the time that the Governing Body approved the rezoning, it also approved a preliminary development plan.
5. The mini-storage unit project was never constructed, and the development plan expired, along with certain conditions of approval that were attached to the development plan.
6. Although the conditions attached to the development plan expired, the conditions attached to Ordinance 1998-23 remain in effect.
7. The Applicant seeks to amend Ordinance 1998-23, Exhibit A, by removing Condition #5, which provides as follows: "Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter."

8. At the hearing, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
9. Pursuant to SFCC Section 14-3.19(D)(1), the procedures for a substantive amendment to a final action are the same as those that apply to a new application.
10. The Santa Fe City Code ("SFCC") Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
11. A pre-application conference was held on May 30, 2019 in accordance with SFCC Section 14-3.l(E).
12. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
13. Pursuant to SFCC Section 14-3.l(F), an ENN meeting was held on March 9, 2020 at the Genoveva Chavez Center, 3221 Rodeo Road, Santa Fe, New Mexico 87507. The ENN meeting was attended by a representative of the Applicant and two members of City staff. Approximately 48 members of the public attended. Residents had concerns about traffic and pedestrian impacts, crime and safety, the large number apartments and over population of the neighborhood.
14. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
15. Staff recommended that the Commission should recommend that the Governing Body grant the request to amend Ordinance 1998-23 by removing Condition #5.
16. Pursuant to SFCC Section 14-3.5(A)(1), any person may submit a written request for rezoning, along with all submissions required by Chapter 14 and any other necessary information requested by the land use director.
17. Pursuant to SFCC Section 14-2.3(C)(7)(c), the Commission shall review and make recommendations to the governing body regarding rezonings.
18. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
19. SFCC Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
20. Most of the approval criteria in SFCC Section 14-3.5(C) are inapplicable to a request to amend the conditions attached to a prior rezoning ordinance, and the SFCC does not provide specific criteria for evaluating a request to amend such conditions.
21. The Commission finds that the rezoning criteria are intended to ensure that the public interest is not harmed by the rezoning, that development under the new zoning will serve the public more than development under the original zoning, and that infrastructure can handle or be modified to handle the proposed new development
22. In this case, Condition #5, as adopted with Ordinance 1998-23, was associated with a development plan that incorporated a poorly designed driveway, which was situated on a curve with poor siting.

23. The new development plan proposed in Case No. 2019-1149 includes a proposed driveway design that eliminates the prior issues associated with Condition #5 and is supported by the City's Traffic Division.

CONCLUSIONS OF LAW

Under the circumstances, and given the information provided in the staff report and exhibits, and the evidence and testimony submitted during the public hearing, the Commission CONCLUDES as follows:

1. The Governing Body should amend Ordinance No. 1998-23, Exhibit A, by removing Condition #5, which provides as follows: "Access from Calle Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter."

WHEREFORE, IT IS ORDERED ON THE 21st DAY OF May 2020 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the proposed zoning ordinance amendment requested in Case #2020-1994 by amending Ordinance 1998-23 to remove Condition #5, which provides: "*Access from Calle Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter.*"

_____ _____
Mark Hogan, Chair Pro Tem Date

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM

_____ _____
Sally A. Paez Date
Assistant City Attorney

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2019-1149

1115 Calle La Resolana Development Plan
Applicant's Name – Santa Fe Civic Housing Authority
Agent's Name – Monica Montoya

THIS MATTER came before the Planning Commission (Commission) for hearing on May 21, 2020, upon the Application (Application) of Monica Montoya, as agent for Santa Fe Civic Housing Authority (Applicant).

The Applicant seeks the Commission's approval of a Development Plan to construct 46,523 square feet for a 45-unit apartment complex. The property is approximately 2.4 acres, is zoned C-2 (General Commercial), and is located within the Suburban Archaeological Review District (Property). At a hearing held concurrently with this hearing, the Commission considered the Applicant's request for a zoning ordinance amendment to Ordinance 1998-23 to remove Condition #5, as identified in Exhibit A to the Ordinance, to allow ingress/egress to and from Calle La Resolana from the Property. The proposed Development Plan cannot be constructed unless the Governing Body approves the request to amend Ordinance 1998-23.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. The Commission heard reports from staff, received testimony and evidence from the Applicant, and allowed for public testimony from those in attendance.
2. Under the Santa Fe City Code (SFCC) Sections 14-2.3(C)(1) and 14-3.8(B)(3), the Commission has the authority to review and approve or disapprove development plans.
3. SFCC Section 14-3.8(B)(3)(a) requires approval of a development plan for projects with a gross floor area of thirty thousand square feet or more.
4. The Project site is zoned C-2 (General Commercial). [TABLE 14-6.1-1]
5. SFCC Section 14-3.8(B)(1) requires Early Neighborhood Notification (ENN), notice, and a public hearing on a development plan in accordance with the provisions of SFCC Sections 14-3.1(F), (H), and (I).
6. SFCC Section 14-3.1(F) establishes procedures for the ENN meeting, including (a) scheduling and notice requirements [§ 14-3.1(F)(4)]; (b) timing and conduct of the meeting [§ 14-3.1(F)(5)]; and (c) guidelines to be followed at the ENN meeting [§ 14-3.1(F)(6)].
7. The Applicant conducted an ENN meeting for this project on July 9, 2019. The sign-in sheet for the first ENN identifies that there were 50 people in attendance, including the Applicant. The discussion included a presentation of the proposed development.

Residents had concerns about traffic and pedestrian impacts, crime and safety, the large number apartments and over population of the neighborhood.

8. Code Section 14-3.8(C)(1) requires applicants for development plan approval to submit certain plans and other documentation that show compliance with applicable provisions of the Code (Submittal Requirements).
9. City Land Use Department staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Code requirements and provided the Commission with a written report of its findings (Staff Report).
10. Staff recommended that the Commission approve the Development Plan, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
11. SFCC Section 14-3.8(D)(1) sets out certain findings that the Commission must make to approve a approve a development plan.
    a. First, under SFCC Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to approve the development plan under SFCC Sections 14-2.3(C)(1) and 14-3.8(B)(4).
    b. Second, under SFCC Section 14-3.8(D)(1)(b), the Commission finds that approving the development plan for the Project, subject to the conditions and technical corrections in the staff report, will not adversely affect the public interest.
    c. Third, under SFCC Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the Project. The uses surrounding the project are a mix of residential townhomes, single-family residential dwellings, and non-residential development uses. The proposed use is a compatible use to both adjoining properties and properties within the vicinity that are residential in use and design. Additionally, the project provides a transitional buffer to the commercial uses north and northwest of the property.
12. Under SFCC Section 14-3.8(D)(2), the Commission is authorized to specify conditions of approval for a development plan that are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
13. The Commission finds that the conditions and technical corrections set out in the Staff Report and exhibits are well founded and are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
14. Under SFCC Section 14-3.8(A), approving the proposed Development Plan furthers the purpose and intent of providing plans for development, ensuring compliance with Chapter 14, and facilitating the documentation of future compliance with the approved plans.

CONCLUSIONS OF LAW

Under the circumstances, and given the evidence and testimony submitted during the public hearing, the Commission CONCLUDES as follows:

1. The Commission has the authority under Chapter 14 of the Code to review and approve the Applicant's proposed Development Plan.
2. The Applicant has complied with the Submittal Requirements.

3. The Applicant is able to comply with the Conditions.
4. The Applicant has met the criteria for approval of the Development Plan for the Property, subject to the conditions and technical corrections in the Staff Report.

WHEREFORE, IT IS ORDERED ON THE 21st DAY OF May 2020 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

The Development Plan for the Project is approved, subject to the conditions of approval and technical corrections set forth in the Staff Report and exhibits. The Development Plan shall expire three years after issuance of this final action unless a time extension is granted pursuant to SFCC Section 14-3.19(C).

_____ _____
Mark Hogan, Chair Pro Tem Date

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM

_____ _____
Sally A. Paez Date
Assistant City Attorney

May 21, 2020
Planning Commission
Case # 2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT C

Development Review Team (DRT)

City of Santa Fe, New Mexico

memo

DATE: April 1, 2020

TO: Dan Esquibel, Senior Planner

FROM: John J. Romero, Engineering Division Director JR

CASE: **Case #2020-1994.1115 Calle La Resolana Zoning Ordinance Amendment**
Case #2019-1149. 1115 Calle La Resolana Development Plan

ISSUE:
Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The applicant also requests Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District.

TRAFFIC:
The developer prepared a Traffic Impact Analysis. Please refer to this analysis for the methodology used to assess traffic. The TIA demonstrates that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network.

In addition the developer looked at sight distance for the proposed driveway onto Calle la Resolana. With the proposed realignment of said driveway, the developer is able to obtain the required sight lines. Please see attached drawing.

The Public Works Department supports the proposed development plan ant the proposed Ordinance amendment allowing access onto Calle la Resolana.

RECOMMENDED ACTION:

	Conditions of Approval:	Completed By
1	None	N.A.

	Technical Corrections:	Must be Completed By
1	None	N.A.

RE: 1115 Calle La Resolana2.pdf

ABBO, CHRISTOPHER N. <cnabbo@santafenm.gov>

Thu 2/27/2020 9:22 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

For crashes since 2015 until present, Calle La Resolana and Cerrillos there has been 4 crashes, Calle La resolana and Calle De Oriente I have 1 crash, Calle La Resolana and siringo 1, and for some reason we have a crash just listed as Calle La Resolana with no cross street.

I can go back further if you need.

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1.	
2.	
3.	

Technical Corrections*:	Must be completed by:
1. Geotechnical/soils report stamped by a New Mexico Professional Engineer.	Prior to permit review
2. Certified topographic survey	
3. Utility plan that clearly labels the water and sewer as "public", where applicable (for water - up to the meter cans and fire service valves.)	
4. Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.	
5. Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.	
6. Show floodplain boundaries on the plat, if applicable.	

7. The Site Lighting and Photometrics Plan does not comply with section 14-8.9 of the City Code, some areas need to reduce the light output.	
8. Development shall comply with Gunnison's Prairie Dog Ordinance.	
9. If public infrastructure is required for the development on the property a new survey will have to be recorded showing easements for public utilities with utility signatures on the plat.	
10.	
11.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:

Technical Corrections*:	Must be completed by:
1. Water Harvesting from roof and site runoff is required.	Prior to permit review
2. All shrubs to be 5 gallon size.	
3. Mohonia repens- "Creeping Mahonia" is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.	
4. Landscape fabric and mulch are missing.	
5. Seed rate and sod square footage are missing.	
6. One to three year water budget calculations is missing.	
7. Irrigation zones are designed based on "locations", not to "plant needs" as required by city code.	
8. Please explain your use of bubblers vs drip for tree irrigation.	
9. Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.	
10. Bubblers and drip on the same zone are not to city code.	
11. Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 10/31/19

Staff person: Brian Snyder

Dept/Div: Public Utilities/Water

Case: **Case #2019-1149. 1115 Calle La Resolana Development Plan.**

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval :	Must be completed by:
1 An approved water plan and Agreement to Construct and Dedicate (ACD) from the Water Division will be required.	As part of the development plan review and approval.
2	
3	
4	

Technical Corrections*:	Must be completed by:
1 Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	
2	
3	
4	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: October 29, 2019

Staff person: Stan Holland, Engineer

Dept/Div: Public Utilities/Wastewater

Case: Case #2019-1144. Santa Fe Place Mall Final Subdivision Plat.

Case Mgr: Dan Esquibel, Case Manager

The subject properties are accessible to the City public sewer system. Accessible is defined as within 200 feet of a public sewer line.

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1. None	

Technical Corrections*:	Must be completed by:
1. None	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [None]

Development Review Team

Comment Form

Date: 05/06/2020

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1994 La Resolana Apartment Community

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 tbrough 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. If gates are electric shall be provided with an opticom. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

Development Review Team

Comment Form

Date: 10/31/2019

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1449 La Resolana Apartment Community Developent

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

RE: Question re: water for affordable housing

LADD, ALEXANDRA G. <agladd@santafenm.gov>

Tue 5/12/2020 10:49 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

The project will be entitled to 100% fee waivers and water/retrofit offsets. Because it is funded through Low Income Housing Tax Credits (LIHTC), the City's affordability requirements are not imposed because the LIHTC land use restriction agreement will dictate a more stringent affordability requirement.

I thought we had an SFHP Proposal which is probably the best documentation. If not, I can put one together quickly and get to you by the end of the day.

Thanks.

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this __ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana,* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks **Preliminary/Final Development Plan** approval.

2. The Property is to be developed as of 45 rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

E. Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M. Chavez
NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

EXHIBIT 1

LA RESOLANA
A001
SITE PLAN
5 JULY 2019
SCHEMATIC DESIGN
CALLE DE ORIENTE
CALLE LA RESOLANA
1 | SITE PLAN
LA RESOLANA

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT D

Early Neighborhood Notification (ENN)

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	ENN: 1115 Calle La Resolana
Project Location	1115 Calle La Resolana
Project Description	(July 9, 2019) Proposed Development Plan for 45 multi-family units in the C-2 General Commercial District and within Zone 2 of the Cerrillos Road Highway Corridor Overlay. The site is located at 1115 Calle La Resolana. (March 9, 2020) request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street.
Applicant / Owner	Santa Fe Civic Housing Authority
Agent	Monica Montoya
Pre-App Meeting Date	May 30, 2019
ENN Meeting Dates	July 9, 2019 and March 9, 2020
ENN Meeting Location	Genoveva Chavez Center
Application Type	ENN
Land Use Staff	(July 9, 2019) Margaret Ambrosino/(March 9, 2020) Dan Esquibel
Other Staff	(July 9, 2019) None / (March 9, 2020) Noah Berke
Attendance	(July 9, 2019) 50 / (March 9, 2020) 49

Notes/Comments:
The Applicant conducted two ENN meetings at the Genoveva Chavez Center for this project. The first ENN was conducted on July 9, 2019 for the introduction of the development plan and the second was on March 9, 2020 for the introduction for the Amendment to Ordinance 1998-23. The case planner attending the first ENN was Margaret Ambrosino, who no longer works for the City of Santa Fe. The sign-in sheet for the first ENN identifies that there were 50 people in attendance including the Applicant. Dan Esquibel was assigned the project for City review

and attended the second ENN. The Sign in sheet identified that 49 people attended the ENN including the Applicant.

The issues raised for the first ENN (reference Exhibit D):

1. Walking traffic from Pete's Pets is a problem,
2. Problems associated with the Coronado Condominiums,
3. The neighborhood is overpopulated and cannot handle any more housing,
4. Increased traffic,
5. The speed traveled on Calle La Resolana is too fast and the entrance to the project is on a curve and dangerous,
6. Drainage from Big 5 on to the neighborhood,
7. Increased cut-through traffic from Siringo Road to Cerrillos Road and vice versa,
8. A concern for noise and lighting,
9. Alcohol and drug deals in the neighborhood,
10. The increased crime that could be brought on by this development,
11. The neighborhood is already saturated with low income housing, and
12. The loss of privacy due to the two-story townhouse design and loss of property values.

Many of the same issues were reiterated for the second ENN.

ENN GUIDELINES

Applicant Information

Project Name: 1115 CALLE LA RESOLANA

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS *For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.*

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the perimiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT *For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.*

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN *For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.*

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN *For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.*

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.*

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.*

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MARISA TRUJILLO	2400 DESIDERIO RD SW ABQ 87105	—
☐	2	Michele Laemmle	1475 Clark Rd	—
☐	3	Ed Ramos		—
☐	4	TOM CLIFFORD	1709 PASEO DE PERALTA	TOMCLIFFORD1@GMAIL.COM
☐	5	MARGARET AMBROSINO		
☐	6	Francesca Kartas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	7	Tina M Dassaro	1107 Calle Alvarado	—
☐	8	Mary E Salvukson	2119 Rancho Viejo Rd.	—
☐	9	Robert Zelek	1474 Clark Rd	bisclavret@centurylink.net
☐	10	Bernadette Freeman	1456 Clark Rd	
☐	11	Maurella Scott	2891 Clark Ct	maurella_bella@yahoo.com
☐	12	DAVE MARTINEZ	644 Alta Vista St, SF	davidm@sfcha.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Cecilia & Rod Hasson	1166 Clark Road	CRHasson@aol.com
☐	2	Angela Mtz	1463 Clark Rd	
☐	3	Ashley Hartshorn	1551e Escondida Court	ahartshorn@bjfelix.com
☐	4	Jennifer Hervey	2837 Calle de Oriente	
☐	5	Rod Hasson	2850 Calle de Oriente	Rod Hasson@HAhco.com
☐	6	CARON CARAWAY	2807 Clark court	innerwisknyonm@gmail.com
☐	7	Chandrika Bhandari	2900 Cerrillos Rd	
☐	8	John Cassie Penner	2837 Calle de Oriente	—
☐	9	Miguel Cortez	1108 Calle la Resolana	cortizld@aol.com
☐	10	Walter Jensen	1120 Calle La Resolana	—
☐	11	Michael Small	0903 Calle de Oriente	
☐	12	Kathleen Lawicka	1113 Calle Cuesta	Klawicka@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

G24

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	LeRoy Sanchez	1108 Calle De Suenos	None
☐	2	Jessie A. Cheuta	1463 Clark Road SFNM 87507	Jesteron5@gmail.com
☐	3	Jason Perdue	1116 Calle La Resolana	JPPerdue@comcast.net
☐	4	Joseph Wesson	1116 Calle La Resolana	Jwesson2003@Comcast.net
☐	5	Jan Tisseve	2850 Calle de Oriente	jan.tisseve@gmail.com
☐	6	MICHAEL GOMEZ	1599 S ST FRANCIS	
☐	7	Kishan Poshiya	2900 CERRILLOS.	Kishon-Pos@Yahoo.com
☐	8	DHARMENDRA BHANSALI	2900 CERRILLOS	
☐	9	MARESICA RAFFANTI	2900 CERRILLOS RD	
☐	10	Renee Radecki	1490 Clark Rd	
☐	11	Pat Daugh Moore	2915 Calle De Oriente	qr8flpat505@gmail.com
☐	12	Carrie Ortiz	1108 Calle la Resolana	Sortiz61@aol.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Printed Name of City Staff in Attendance	Signature of City Staff in Attendance	Date
~~MARGARET~~ AMBROSINO	Margaret Ambrosino	7/9/19

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Richard + Marcella Reiago	2907 Calle de Cristale	mgriego@comcast.net
☐	2	Sonya Miera	1111 Calle La Resolana	srmiera@gmail.com
☐	3	Toni Baca	1118 Camino Consuelo	Toniq2010@Hotmail.com
☐	4	Sylvia Tyndall		
☐	5	[illegible]	1107 Calle El Sueño	
☐	6	Mark Miera	1111 Calle La Resolana	miera.mark@yahoo.com
☐	7	Matt Carrasco-Trujillo	2863 Clark Court	sedalight@gmail.com
☐	8	Sylvia Tyndall	3330 Calle Potrero	
☐	9	Judy/Larry Morgan	1120 Calle La Resolana	JudyMorganNM@GMAIL.com
☐	10	Sherri Lennon	1109 Calle La Resolana	misfitlennon@gmail.com
☐	11	Frank, Delphy, Romero's Jackie	1104 Calle La Resolana	frankdelphy3432@gmail.com
☐	12	CARMELA BRANSFORD	2878 CLARK COURT	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Margaret Ambrosino — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7-9-19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

G.26

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Joni Muller ✱	3471 Cerrillos Rd	trailerranch@aol.com
☐	2	Mary Ellen Underwood	1572 Escondida Ct	munderwood@cybermesa.com
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO — Margaret Ambrosino — 7/9/19

Printed Name of City Staff in Attendance — Signature of City Staff in Attendance — Date

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G27

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/8/2019 Project: Calle de Rio

Please let us know your thoughts:

We have enough condos & Pet's Pets

I am against it

Your contact information (optional):

Name: Ted Hasson

Phone: 505 - 795 - 8086

Email: TedHasson@Yahoo.com

G28

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

The neighborhood is already densly populated and subject to many problems from the homeless shelter and Coronado Condos.

Traffic is dangerous as is, adding a large # of cars will add to an already serious problem. I am fully against this development.

NAME: Francesca Kartes
ADDRESS: 2863 Calle de Oriente
PHONE: 505 438 0182

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS: Comments

Too much houses already
too much Traffic

NAME: Damon Laemmle
ADDRESS: 1459 Clark Rd
PHONE: 690 8926

Comments

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

We can not handle more people
More Traffic, The neighborhood
is ~~allo~~ ~~abo~~ already at its CAPICITY!
ITS Just too much

NAME: Michele Laemmle
ADDRESS: 1475 Clark Rd
PHONE: 474 6408

I AM against
This proJect

COMMENT CARD

Early Neighborhood Notification Meeting

Date: July 9 2019 **Project:** Calle la Resolana housing

Please let us know your thoughts:

I can't even get out of my driveway now. Walking traffic from Pete's Place (homeless) are already a problem. Visitors need to park on the sidewalk to avoid being hit. Already see alcohol and drug deals. Have had to invest in alarm systems.

Your contact information (optional):

Name:

Phone:

Email: cortecol@aol.com

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/9/19 **Project:** La Resolana

Please let us know your thoughts:

- Increased traffic between Cerrillos, Clark, Calle de Oriente, & Calle Resolana will need to be mitigated w/ cross walks, speed bumps, & other traffic slowing measures
- South facing Apartments should have a landscaping buffer to protect residents on Calle de Oriente

Your contact information (optional):

Name:

Phone:

Email:

3-9-2020

ENN GUIDELINES

AMENDED

Applicant Information

Project Name: LA RESOLANA / 1115 Calle la Resolana

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

La Resolana is a proposed apartment community with 45 residential units on 2.556 acres zoned C2, General Commercial. The C2 zone permits general commercial uses such as those on Cerrillos Road. The C2 zone also permits multi-family residential uses. We propose that the character of residential use is more appropriate than commercial use for the site and will be less dense in general and more suitable as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to the area.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Elizabeth Hance	2535 Calle De Cruces	
☐	2	Curtis Landy	2533 Calle De Cruces	CLandy2richoca.hotmail
☐	3	Rod Hasson	2230 Calle de Orient	RodHASSON@Yahoo
☐	4	Pat Duncan	3342 Calle [illegible]	SF 87507 SF NM
☐	5	Douglas Trumbull	2542 Calle [illegible]	Same SF NM
☐	6	Marcella Krieg	2907 Calle de Orient	Mgriego@comcast.net
☐	7	Nellie Gardiner	1112 Calle La Resolana	SFE NONE
☐	8	Tina M Dassaru	1107 Calle Florida	
☐	9	Jeanette Martinez	1104 Calle La Resolana	jeanette.martinez0414@gmail.com
☐	10	Rod Hasson Sr.	1499 Clark Rd.	CRHASSON@AOL
☐	11	Mark Miera	1111 Calle La Resolana	miera.mark@yahoo.com
☐	12	Sonya Miera	1111 Calle La Resolana	srmiera@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Chris Sanchez	1501 Calle Del Sur	vlurra@gmail.com
☐	2	WALLACE HAYNES	2888 CALLE ORIENTE	
☐	3	Joseph Roy Pdl	1107 Calle La Sombra	
☐	4	Francesca Kartas	2863 Calle de Oriente	FKARTAS@gmail.com
☐	5	CARMELA BRANSFORD	2878 CLARK COURT	Carmela Bransford
☐	6	Jennifer Mieve	1111 Calle La Residencia	
☐	7	Stella Sacamon	1107 Calle La Residencia	
☐	8	Judith Weissmueller	1487 Clark Ct SF 87507	Eatonsong@aol.com
☐	9	Mary Ellen Underwood	1572 Escandida St 87507	Murderwoodcybermagic.com
☐	10	David Sandreau	995 Camino Corrales	david@jandreau.net
☐	11	BARBARA Higgins	1433 Paseo Norteno Santa Fe	bachgs@gmail.com
☐	12	Walter Jensen	1120 Calle La Resolana	

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David A. Eaton
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MICHAEL GOMEZ	1599 S. ST. FRANCIS DR	MGOMEZ@SANTAFEENGINEERING.com
☐	2	Frank Romero	1164 Calle La Resolana	frankdelphy3438@gmail.com
☐	3	Delphy Romero	" " " "	
☐	4	ANDREW KERR	2858 CLARK CT SFN	andrew.kerr@stc.edu
☐	5	LINDA LWESSMAN	1104 Calle Florinda	wildrewolf@yahoo.com
☐	6	WAYNE VIGIL	1032 Calle La Resolana	
☐	7	Hazeldine Romero	2732 Paseo De Tularosa	hazeldineq@aol.com
☐	8	Kevin O'Brien	1101 Calle de Suenos	obrien701@yahoo.com
☐	9	Mairé Blackburn	2862 Clark Court	mairebblackburn@gmail.com
☐	10	Glenn Wohl	1106 Calle de Suenos	
☐	11	LeRoy (Trey) Sanchez	1109 Calle De Sueños	—
☐	12	Linda Ingraham	1498 Clark Rd	ingraham.linda@gmail.com

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Daniel A. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Scot Ricker	2867 Clark Ct	scotricker@gmail.com
☐	2	Michael Lawrence	1357 Escondida Cir	Septuagenta6@aol.com
☐	3	[illegible]	1501 Calle del Su Santa Fe NM 87507	
☐	4	Alexander Kerr	2858 Clark Ct	akerr123@gmail.com
☐	5	Damon Laemmle	1459 Clark Rd	damon.laemmle@hotmail.ca
☐	6	Rick Martinez	785 Mosilla	roxymartinez@yahoo
☐	7	Priscilla Gutierrez	1498 Clark Rd	peggiewhiz@outlook.com
☐	8	Michele Laemmle	1475 Clark Ld	none
☐	9	Armando Donquis	1008 calle de sueños	omyfriend@gmail.com
☐	10	~~[illegible]~~	~~[illegible]~~	~~[illegible]~~
☐	11	Maureen Hill	1491 CLARK RD	maureenhill-mail@gmail.com
☐	12	Sarah O'Brien	1101 Calle de Suenos	obriensarah1@gmail.com

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David A. Eschelbach
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Jacqueline Romero	1104 Calle La Resolana - Santa Fe 87507	
☐	2	Kishan Pokhrel	2400 CERRILLOS	
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

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Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

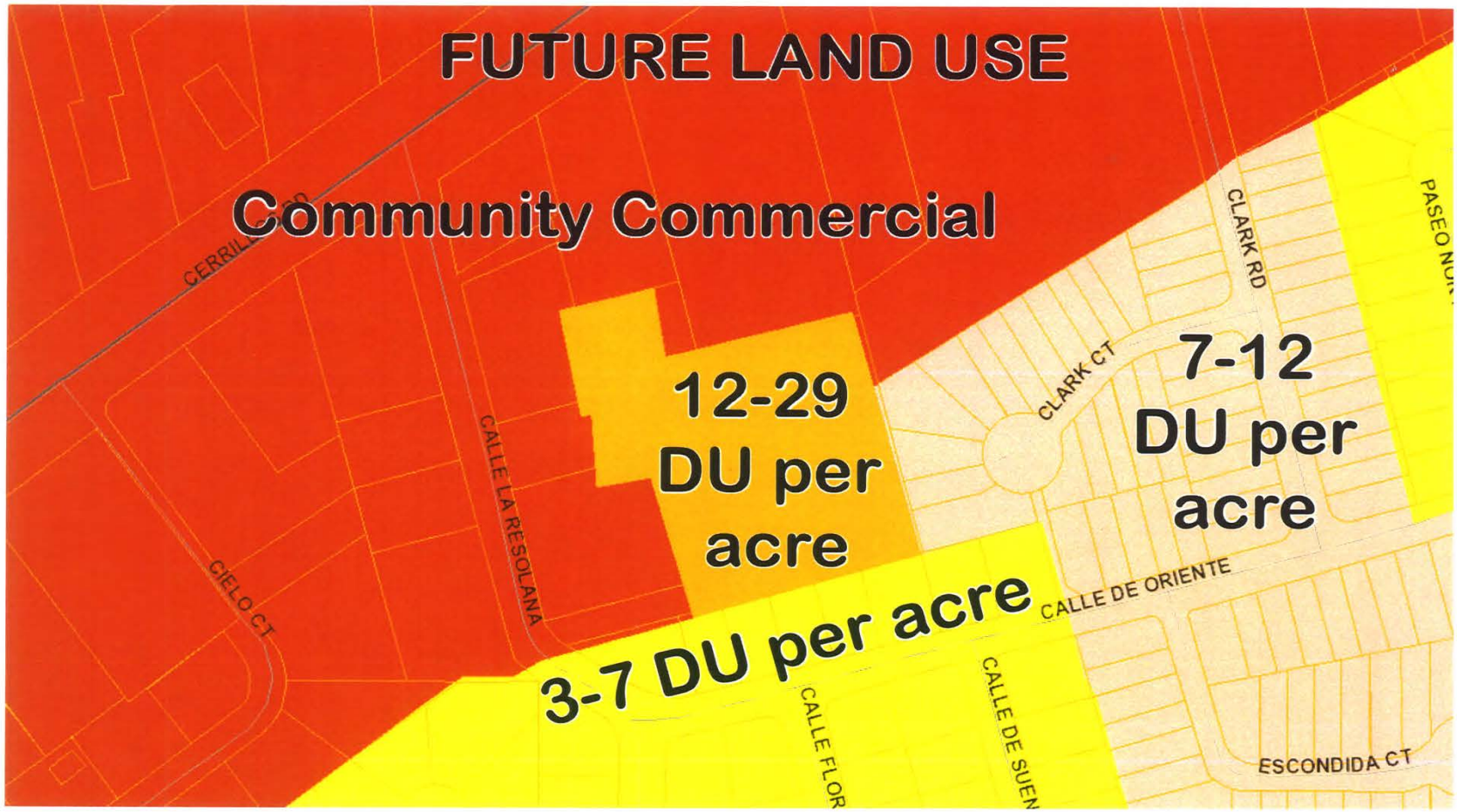
This sign-in sheet is public record and shall not be used for commercial purposes.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT E

Maps and Photos

ZONING
R-7
PASEO NORTEÑO
CLARK RD
CLARK CT
R-12PUD
CALLE DE ORIENTE
ESCONDIDA CT
CALLE DE SUEÑ
R-5
CALLE FLOR
C-2
CALLE LA RESOLANA
CERRILLOS RD
CIELO CT


FUTURE LAND USE
Community Commercial
12-29 DU per acre
7-12 DU per acre
3-7 DU per acre
CLARK RD
CLARK CT
CALLE LA RESOLANA
CIELO CT
CALLE DE ORIENTE
CALLE DE SUEN
ESCONDIDA CT


AERIAL
CLARK RD
CLARK CT
CALLE DE ORIENTE
ESCONDIDA CT
CALLE LA RESOLANA
CERRILLOS RD
CIELO CT


New Driveway Alignment
CLARK RD
CLARK CT
CALLE DE ORIENTE
ESCONDIDA CT
CALLE LA RESOLANA
GERRILLOS RD
CIELO CT

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT F

Correspondence

Monica Montoya

From: Monica Montoya <monica@mntya.com>
Sent: Saturday, June 29, 2019 8:49 AM
To: 'Richard Griego'; 'mayor@santafenm.gov'
Cc: 'maharris@santafenm.gov'; 'jvcoppler@santafenm.gov'
Subject: RE: Proposed development at 1115 Calle La Resolana

Good Morning Mr. Griego,

Thank you for your comments regarding the proposed housing development at 1115 Calle La Resolana.

I would like to have an opportunity to present and discuss the project with you and answer any questions you may have. I hope to see you at the upcoming Early Neighborhood Notification meeting on Tuesday, July 9th, 5:30pm at the Genevova Chavez Community Center located at 3221 Rodeo Road. If you are unable to attend, I will be happy to meet with you another time.

Thank you,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.
726 Gregory Lane
Santa Fe, NM 87505
PH: (505)412-1016
Email: Monica@mntya.com

-----Original Message-----
From: Richard Griego [mailto:rgriego73@yahoo.com]
Sent: Friday, June 28, 2019 11:25 AM
To: mayor@santafenm.gov
Cc: maharris@santafenm.gov; jvcoppler@santafenm.gov; monica@mntya.com
Subject: Proposed development at 1115 Calle La Resolana

Received information about a proposed 45 unit (low income housing) at 1115 Calle La Resolana. This empty field (where development would be) is directly behind my house.

I need to express complete opposition to this development. I believe this area is to small for 45 units mplus parking etc. The only entrance and exit would be onto Calle La Resolana which is all ready a very dangerous situation with traffic coming off of Cerrillos Road or up from Siringo or up from Calle de Oriente. They go too fast, cross center line, run stop signs. People travel so fast up in this area that two different walls were run into within he last year.

Also very concerned about increased crime that could be brought in by this development. We had and continue to have trouble with people wandering into our neighborhood from the Coronado condos. There is also a homeless shelter (Pete's pets) which causes a lot of problems in our neighborhood.

Appreciate your help in this matter.

Richard Griego
2907 Calle de Oriente
Santa Fe, NM. 87507

505-471-8040

Monica Montoya

From: Tom <tom@thomasgifford.com>
Sent: Friday, July 12, 2019 12:38 PM
To: Monica Montoya; Ed Romero; David Martinez
Subject: Fwd: La Resolana ENN Meeting

[redacted]

Sent from my iPhone

Begin forwarded message:

> **From:** Scot Ricker <scotricker@gmail.com>
> **Date:** July 10, 2019 at 6:04:48 PM MDT
> **To:** mkambrosino@santafenm.gov
> **Subject: La Resolana ENN Meeting**
>
> Margaret,
>
> I attended the La Resolana meeting Tuesday evening. I heard and understood all the outrage comments from the audience. But I think some were way off-base, not related to this project.
>
> I decided to go to the meeting because I was indeed concerned that the development would be one giant building with parking all around it, as shown in plan A. I was much relieved and encouraged to see the lovely and thoughtful presentation of plan B. More like houses, individual units. These are not much different than the townhouse on Clark Court that we live in. Surely they will be better built though.
>
> I think the traffic, both in and out, is one of the biggest concerns for the neighborhood. That seems to be a challenge that will require some serious study and thought. Speeding cars crashing through walls have nothing to do with new houses, but that group was surely heated up.
>
> I don't see this development as a problem. I think it could be a nice addition to our neighborhood if the concerns are addressed. We need to address traffic flows, noise, light, etc. All those topics that were mentioned at our meeting. As mentioned, something will eventually be built on that space. I think low level housing fits with us better than a giant self storage building or a hotel.
>
> We lived for many years in Casa Solana, and noticed the improvement to the area when the Villa Alegre development was built. It has done well and still seems nice. It is much nicer than what was replaced.
>
> There will surely be an adjustment period as those camping on the vacant land will be displaced. Maybe some help could be offered, or suggestions presented, to help those few current residents without homes to be relocated safely.
>
> As mentioned at the meeting, we have a large population of homeless in this area. So, of course, we don't want campers in our yards. We already deal with the pedestrian traffic, taking short

cuts. But these realities have nothing to do with the new housing development, other than forcing some to relocate.

I will plan to attend the next meetings, and am eager to see how this will turn out.

Best Regards,
Scot

--
Scot Ricker
231-878-1844
scotricker@gmail.com

 G34

1115 Calle La Resolana ENN July 9, 2019 GCCC

Comments by Mary E Schruben made during the hearing:

How many units will there be and what is the square footage per unit?
54 units total – 6 - 3 bedroom, 49 - 2 bedroom.
What will be the range of rents?
$380 for the small, up to $900/mo for the large.
Who is the owner?
The Civic Housing Authority is the general partner with a bank that carries the mortgage bonds and gets the housing credits.
Because of the C2 zoning, will commercial uses be allowed in the units?
No, the same rules for all Civic housing projects will apply. The same close management and on-site inspection. Screening and qualifying interviews. The usual.
Explain about the exterior fence.
Block wall at 6' for most of it, some wood fencing exists in the existing neighborhood.

Concerns voiced by the neighbors and other attending the ENN:

Camping and trash of the homeless in the lots behind Big5 Center.
Vehicle traffic and delivery access drive behind Big 5.
Cut thru traffic from Cerrillos Road onto Calle La Resolana and thru to Siringo Road and vsvs.
Cut thru traffic from Cerrillos Road onto Clark Road and thru to Siringo Road and vsvs.
Storm water overflow from Cerrillos Road business parking lots south thru the neighborhood to Brandt Park Arroyo.
Delivery truck noise and exhaust fumes behind Big 5 center at all hours and days.

Concerns about the proposal voiced by residents:

Density of 54 units is too many. Concept is OK, but too dense.
There will be at least 108 cars, with only 74 parking spaces.
La Resolana is not an arterial street, it is a neighborhood street. Neither is Clark Road.
Too many speeders and reckless drivers. Speed limit should be 25 and enforced.
Guests in the Hotel will be able to see into the second floor windows of the units, and vsvs.
The entrance and exits should be gated for the residents only. Visitor entrance by buzz in.

Concerns that I have but didn't express because I had to leave early:

Lighting: the area and parking lighting fixtures should be 10', not 14 ', to avoid light spill into the neighborhood and hotel.
Street pattern: The easement thru the hotel drive will create backups onto Cerrillos Road in the AM because there is no signal at La Resolana to allow a pause for exits North. Exit left turn there should be prohibited. If the curb cut is not wide enough for one vehicle to enter from the south and one to exit to the north, that stop on Cerrillos so close to La Resolana will be dangerous. It would be better if the Hotel drive to Cerrillos were exit North only and La Resolana were entrance and exit.
Fencing: It would be better if all the perimeter were the same construction – block stucco wall. Creates a better sense of identity and eliminates opportunities for breaches. If I were living there, I would prefer 8'.

More Questions and Suggestions:

Is there any way to enforce "neighborhood traffic only"? Clark, Oriente, La Resolana, del Cielo and Consuelo bear the brunt of the heavy cut thru traffic between Carlos Rey and Richards Avenue. Once the Bridge over the Arroyo Chamiso is built, the additional traffic on Richards will move even more volume pressure onto these streets. Have we thought through neighborhood toll gates?

Will each of the apartment lots be separated from their neighbor's with a fence or wall? What type? What is the square footage of the back yard?

Another way to create an identity within the project is to plant a tree at the wall - lot line 'T' junction. That way everyone gets some shade, the carbon footprint is improved a bit, the QoL is enhanced. With all the stormwater collection opportunities I heard expressed, there should be ample water, with that and the roof runoff to keep 60 trees alive. Trees in the corner play areas are better than retention ponds. Trees in the mini common area are necessary.

Permeable pavement to encourage storm water collection and filtration in the road and parking areas. Good for trees as well.

Research the adjacent neighborhood coversion from single-family detached homes to multi-family and rental homes.

If the project is gated, how will ups and fedex delivery trucks enter and exit? Will the package recipient have to buzz in?

I think the closest city park is Brandt Park on the Siringo Road split. However, at the east point of connection with La Resolana, there is no safe access down the hill and into the "improved" sections of the park. Think about requesting a striped crosswalk at both Las Campanas and del Cielo.

July 22, 2019

RECEIVED
JUL 23 2019
Land Use Dept.

Margaret Ambrosino, City Planning Commision
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Ms Ambrosino:

My name is Rod Hasson and my wife is Cecilia Hasson. We have lived in the Tierra Escondida Neighborhood for over 35 years. I guess you could say we were around when the neighborhood was just taking off and we were one of the first to join Santa Fe Beautiful. The reason for this letter is to protest the development proposal for 1115 Calle La Resolana. This housing proposal of 45 units, two story, one to three-bedroom apartments on 2.5 acres with 78 parking spaces, is so wrong on so many levels. Can you imagine the problems associated with such concentrated housing, people and vehicles? The site is situated on a blind spot coming off, Calle Oriente into Calle la Resolana. From what we can gather, all vehicles will enter on Resolana and exit on a small easement onto Cerrillos Road by the Days Inn, seems pretty treacherous. Besides the overcrowding and danger for pedestrians, we also have the problem of surrounding neighborhood houses. The homes are all one story which brings us into light pollution for the one-story homes around the project. It was stated at the Early Notification meeting on July 9 that our locale did not have excessive crime, I beg to differ; while getting petitions to sign several neighbors told me that they had been broken into. One person stated that his house had been broken into twice in one year another told me four times while renting her home. We do have crime and we do find syringes on the sidewalks. At this point, I would like to take another tact and speak at the Low-Income Housing already in place in our neighborhood. The neighborhood feels that we are already super saturated with low income housing and that this project would tip the scales into a downward spiral. Recently, I looked at the area one point two miles to the north of this site and one point two miles south of this area. Going south on Cerrillos Road, there is the City Housing on Camino Consuelo, Casa Rufino apartments, Warren House apartments, Stage Coach apartments. Going north on Cerrillos Road we have Pete's Pets homeless shelter, Coronado condos and apartments, La Luz apartments for homeless families and Las Palomas apartments (9 or 10) Mega apartment complex. As you can see, we are under siege regarding Low Income Housing in our neighborhood. I personally think that approving this project is unethical and immoral for our neighborhood. We ask you to please come to our neighborhood walk with the neighbors and see for yourself what is good or bad for our neighborhood. We think you will see that this project is not well planned, nor is it the right site for the surrounding neighborhoods.

Sincerely,

Rod & Cecilia Hasson

Rod and Cecilia Hasson
CRHASSON@AOL.COM
505-471-4114

Tierra Escondida Neighborhood

RECEIVED
JUL 23
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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As such, the project would be better suited for another location!

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Sincerely,

Deborah Linnell

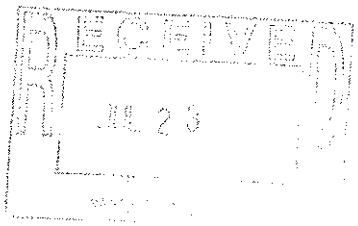
2875 Clark Court

Write in your address if applicable

G38

Tierra Escondida Neighborhood

July 18, 2019



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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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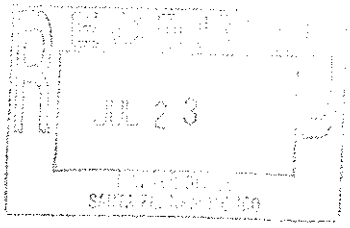
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Sincerely,

Anita Rodriguez
2879 Clark Court
Write in your address if applicable

G39

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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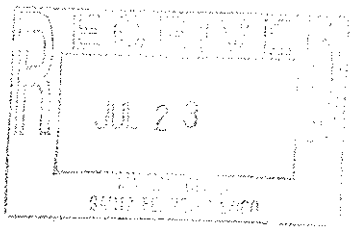
Sincerely,

Carmela Bransford
2878 Clark Court 87507
Write in your address if applicable

G40

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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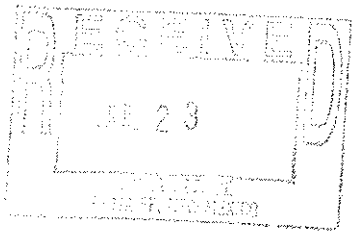
Sincerely,

Carol Medina-Tatum

1109 Calle de Suenos
Write in your address if applicable

G41

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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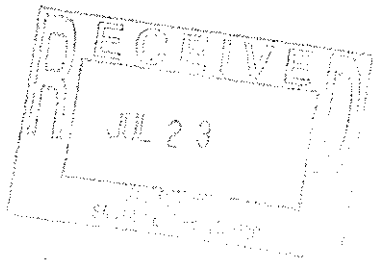
Susie Gaylord

2901 Calle De Oriente 87507

Write in your address if applicable

G42

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Scot Rieken

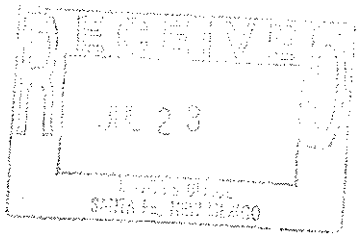
2867 Clark Ct.

Write in your address if applicable

G43

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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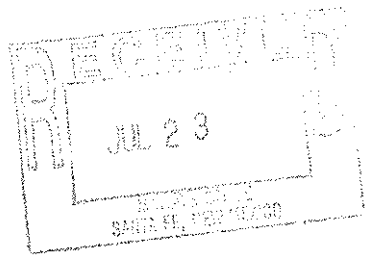
Mark Martinez

2866 Clark Ct.

Write in your address if applicable

G44

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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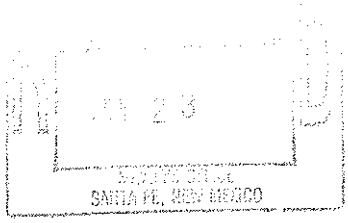
Elizabeth Claire
2838 Calle De Oneata

Write in your address if applicable

G4S

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
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Santa Fe, NM 87504-0909

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Sally Jackson

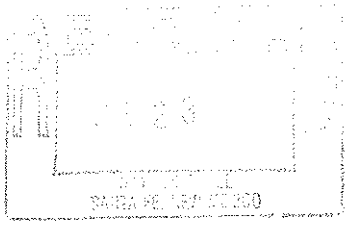
1124 A Calle La Resolana

Write in your address if applicable

G46

Tierra Escondida Neighborhood

July 18, 2019



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mayor@santafenm.gov
c/o City of Santa Fe
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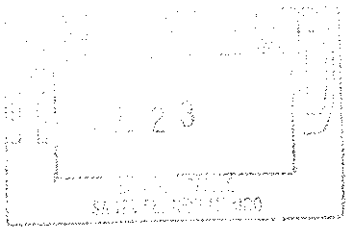
I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Write in your address if applicable

G47

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

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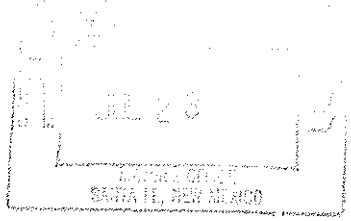
A Touch of Glass

1121 Calle La Resolana Santa Fe NM 87507

Write in your address if applicable

648

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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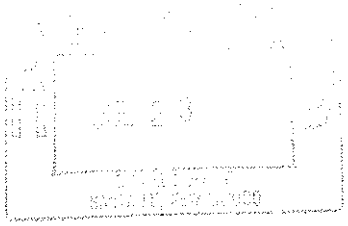
Sincerely,

Theresa Lee
1125 Calle La Resolana
Write in your address if applicable

649

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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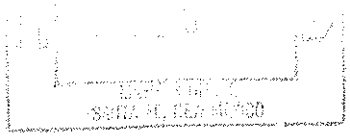
2912 Cerrillos Rd Santa Fe 87507
Write in your address if applicable

GSO

Tierra Escondida Neighborhood

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909



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Sincerely,

Wallace Hayward

2222 CALLE DE ORIENTE

Write in your address if applicable

G51

Tierra Escondida Neighborhood

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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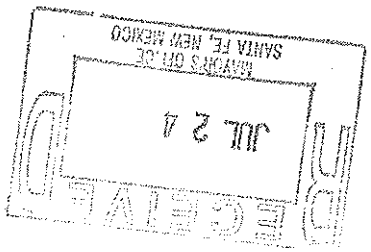
I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Tom G. Johnson
2800 Calle de Oriente
Write in your address if applicable SF, NM 87507

G52

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Robert Larragoite
11524 Escondida Court
Santa Fe, NM 87507

G53

Tierra Escondida Neighborhood

RECEIVED
JUL 24
CITY'S OFFICE
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Marcella Griego
Richard Griego
2907 Calle de Oriente
Write in your address if applicable 87507

G54

Tierra Escondida Neighborhood

July 18, 2019

RECEIVED
JUL 24
CITY OF
SANTA FE, NEW MEXICO

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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Sincerely,

Francesca Kartas
Calle de Oriente
Write in your address if applicable

G55

Tierra Escondida Neighborhood

RECEIVED
JUL 2 4

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Lawrence D Morgan
Judy L Morgan
Owners
1120 Calle La Resolana

Write in your address if applicable

G 56

FW: Calle Resolana Amendment of Ordinance

BERKE, NOAH L. <nlberke@santafenm.gov>
Thu 5/7/2020 5:14 PM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Information

Click here for Property Information

https://www.alltogethersantafe.org/

From: MCCULLEY, LANI J. <ljmcculley@santafenm.gov>
Sent: Thursday, May 7, 2020 4:37 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>
Subject: Fw: Calle Resolana Amendment of Ordinance

This was in my junk email. Is there something I need to do to make sure the mails from the land use email don't end up there?

Thank you,
Lani McCulley
Planner
Historic Preservation
City of Santa Fe

Historic Preservation: https://www.santafenm.gov/historic_preservation
Land Use Updates: https://www.santafenm.gov/land_use
Permit Questions: https://www.santafenm.gov/building_permits

From: Barbara Higgins <bach01@gmail.com>
Sent: Wednesday, May 6, 2020 12:21 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Calle Resolana Amendment of Ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I own a home on Paseo Norteno in the Tierra Escondida neighborhood and am strongly opposed to a change in the ordinance that would allow access, by other than just emergency vehicles, to this property. I am also opposed to this meeting being made "virtual". I cannot attend.

It is a dangerous curve right at that entrance. Traffic in and out of this property will pose a danger to pedestrians and to the businesses in that area. It is already a congested area with a great many vehicles going in and out of the businesses there on Calle La Resolana as well as a great deal of through traffic between Cerrillos Rd and Siringo Rd. Now "they" want to add more traffic?

The amount of traffic, in and out of a 45 unit apartment complex would have a tremendous and deleterious effect on our neighborhood. We are not just talking about 45 vehicles one time a day! There would likely be at least a hundred trips per day in and out of that proposed development as many of the units will have more than one vehicle with people making several trips per day to and from those units.

There are many other reasons for our neighborhood to oppose this development as well but this May 21st Zoom meeting, to my understanding, is about a change requested by the "developer" in the current ordinance for access to the property so I will stick to that at this time. I AM AGAINST THE PROPOSED CHANGE in the ordinance and I am against this proposed development in general.

Barbara Higgins

FW: Subject: Planning Commission meeting May 21st.

BERKE, NOAH L. <nlberke@santafenm.gov>
Wed 5/6/2020 10:49 AM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Information

Click here for Property Information

https://www.alltogethersantafe.org/

From: judy morgan <judymorganart@gmail.com>
Sent: Tuesday, May 5, 2020 2:04 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Subject: Planning Commission meeting May 21st.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

re: Zoom Planning Commission meeting on Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

Dear Planning Commission members,
We find it difficult to believe that you would even consider putting several apartment units on one of the most dangerous curves in the city. We have owned the home at 1120 Calle La Resolana for the past 12 years which is located at that very curve..

Our tenants, Linda and Walter Jenson and their 2 grandchildren have occupied the home for 12 years. During that time, we've had 2 major accidents right at that same curve which abuts our backyard. Both accidents were caused by speeding drivers crashing through our stone wall. We were fortunate no one was killed. Our tenants suffered grave consequences especially after the last accident where the driver hit the gas meter & gas line going into the house, destroying both.. The Jensens were without heat, hot water, and cooking facilities for 2 months in February. This, at great expense to all of us.

Our street serves as a cut through to Siringo and as a result, we have lots of traffic and lots of violators. It would be extremely dangerous to have a driveway to the proposed 40+ units at that curve.
In summary, we do hope you will consider the consequences to our stable neighborhood occupied mostly by older retirees if this project is given the green light.

Sincerely, Larry and Judy Morgan, owners of property at 1120 Calle La Resolana
Address: PO Box 9107, Durango, CO 81302 Phone: 970-946-3505

RE: Calle la Resolana project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Fri 2/21/2020 4:42 PM

To: debrakdewitt@gmail.com <debrakdewitt@gmail.com>
Cc: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>

Dear Ms. DeWitt,

I was forwarded your communication, below, and was asked to alert you to the special role that the members of the City's Governing Body may have in relation to this matter. It is likely that the Governing Body will ultimately review one or more elements of the proposed development that you mention in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legislative role (setting policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose, even at this early stage. In addition, the Council must disclose communications received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impartial. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legislative roles.

The City's Land Use Code provides multiple avenues for public participation and input on development proposals, including our Early Neighborhood Notification (ENN) process and the public hearing before the Planning Commission. As set forth in the Land Use Code, Section 14-3.1(F), the ENN is intended "to provide for an exchange of information between the applicant and residents and property owners in affected neighborhoods before plans become too firm to respond meaningfully to community input and before changes in plans might cause major financial losses by the applicant." I understand that an ENN has been scheduled for this project as follows:

Date:	March 9, 2020
Time:	5:30PM
Location:	Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.
Topic:	Discuss an amendment to Ordinance 1998-23 Condition #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consisting of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You may contact Land Use Department staff for additional information about opportunities to provide public input. The staff members who are most knowledgeable about this particular proposal are Planner Manager Noah Berke (505-955-6647) and Senior Planner Den Esquibel (505-955-6587). I have copied them on this message.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney, City of Santa Fe
505-955-6501

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

From: Debra DeWitt <debrakdewitt@gmail.com>
Sent: Thursday, February 20, 2020 5:44:10 PM

To: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Mayors Office <mayor@santafenm.gov>
Subject: Calle la Resolana project

I live in the neighborhood that connects to Resolana street. We use this street regularly and the businesses surrounding it. The residents of this neighborhood are hard working middle class families that own their homes, pay taxes, support local businesses. We realize this is not the Plaza Area of town but we own homes in the $300,000 range. To us we put our entire life saving in our homes to retire here. I worked 20 years for the US Postal Service, first as a clerk throwing heavy sacks of mail onto conveyer and trucks on the midnight shift. Then worked my way up to Quality Control Mgr. for the Fort Worth Texas Distribution Center and also controlled Wichita Falls, Amarillo and Lubbock Texas Mail Processing Facilities. I was a Mgr. for 15 yrs. All mine and my husband's money went into this property.
We saw it all crash on us with the Interfaith Homeless Shelter a few years ago. It's ruined the neighborhood and now you want to hit us with another negative impact to our safety and homes? I have homeless people urinate on my yard, one lady was trying to come in my garage because she was so high and/or drunk she thought my house was Allsups! We've had attempted break ins and my husband's car was broken into last Thanksgiving. Enough is enough! You are OUR representatives, we voted for you all. Now is the time for you to do your job and represent us!
Thank you for your time and your assistance in keeping our neighborhood a beautiful productive part of Santa Fe.
Debra Alcala DeWitt
1403 Paseo Norteno
Santa Fe NM 87507

MIDTOWN NEIGHBORHOOD ASSOCIATION

C/O Ute Jannsen-Kerr and Robert Larragoite

2858 Clark Court

Santa Fe, NM 87507

Ute.jannsenkerr@gmail.com and phenix@cybermesa.com

To:
Santa Fe City Mayor Alan Webber
Santa Fe City Manager Jarel LaPan Hill
Santa Fe District 4 City Councilor Jamie Cassutt - Sanchez
Santa Fe District 4 City Councilor JoAnne Vigil Coppler

Santa Fe April 28, 2020

Re: Request Postponement of Planning Commission Hearing via Zoom re Amending of Ordinance 1998-23 and Approval of Plans for Housing Project on 1115 Calle La Resolana

Dear Sir or Madam,

The above mentioned hearing has been scheduled by the Planning Commission to be on May 21, 2020 via internet, utilizing ZOOM technology.

We, the members of the Midtown Neighborhood Association who reside in the vicinity of the applicant's project, request postponement of the hearing so it can be conducted in person, and not via internet.

The history of the proposed project and the ordinance 1998-23 show that this project has been questioned by our neighborhood since the first ENN meeting (July 2019) and discussions have been ongoing, with most of our neighbors actively participating. Our neighborhood is a combination of old-time residents as well as longtime residents and newcomers. Within feet of this project several residents are in their late 70's and eighties.

It is important that all participants affected by the potential amendment of the ordinance in question and the final plans of the 1115 Calle La Resolana Project should be able to participate in the Planning Commission meeting. It is inherently discriminatory and inequitable to hold such an important meeting via the internet, using Zoom technology:

- Our neighborhood has a lower per capita income then most of Santa Fe County and not all have internet accessibility (as shown by Federal Communications and Census data).
- Our neighborhood demographics shows a high percentage of senior citizens, many of them lacking the skills to communicate with Zoom (**the sign-in sheet of the ENN on 3/10/20 indicated that out of 50 participants 32% did not have computer and internet access!**).

In sum of all above factors, the neighbors request a postponement of the Planning Commission meeting scheduled for 5/21/20 via Zoom until an in-person meeting is admissible per the Governor's order and ALL neighbors will have a chance to attend. Please understand that we have a challenging situation in our neighborhood, and we have a very delicate number of residents that want to participate but because of unforeseen circumstances (COVID-19) cannot.

Please advise as soon as administratively possible of your decision in writing.

Thank you for your consideration.

Sincerely,

Ute Jannsen-Kerr

Robert Larragoite

Midtown Neighborhood Association

FW: 1115 Calle Resolana Proposed

BERKE, NOAH L. <nlberke@santafenm.gov>
Thu 8/8/2019 10:43 AM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504
Work: (505) 955-6647
Cell: (505) 490-5930
Email: nlberke@santafenm.gov

From: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Sent: Wednesday, August 7, 2019 8:23 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>; AMBROSINO, MARGARET K. <mkambrosino@santafenm.gov>
Subject: Fwd: 1115 Calle Resolana Proposed

Carol Johnson

Land Use Director

City of Santa Fe

505-955-6617 desk

505-628-2888 mobile

From: CULTOR STAGNORUM... LUCIUS <bisclavret@centurylink.net>
Sent: Wednesday, August 7, 2019 7:47:39 PM
To: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Subject: 1115 Calle Resolana Proposed

August 7, 2019
Robert and Chamchun Zisk
1474 Clark Road
Santa Fe, N.M. 87507

Dear Carol Johnson, Land Use Director:

Our names are Robert Zisk and Chamchun Zisk. We have lived in the Tierra Escondida Neighborhood for about 27 years.
We are righting to voice our objection to the development proposed for 1115 Calle La Resolana. For the following reasons we think this project is unsuitable for our neighborhood:

1.) The site, as presented to us, is on a blind spot linking Calle Oriente and Calle La Resolana.This is an inadequate entry for a 45 unit residential development (on 2.5 acres) with anticipated space for 78 parking spaces. The exit will be by means of a small easement through Day's Inn onto Cerrillos Road. As currently proposed this configuration will prove hazardous to pedestrians and residents of the surrounding area, which already suffers

from excessive high speed vehicle traffic (despite several speed bumps) and a steady flow of outside foot traffic passing through the neighborhood.

2.) The houses in the surrounding neighborhood are one story, raising the concerns of privacy and light pollution from the two story apartment complex.

3.) At the July 9, 2019 Early Notification Meeting the project presenters painted a picture of our neighborhood as relatively crime free, which condition would be preserved and encouraged by the new development. This is not an accurate portrayal. Over the last several years we have had meetings with SFPD to address crime in the neighborhood. There have been several burglaries, with some homes being targeted on more than one occasion, and many residents will be able to confirm a daily passage of intoxicated persons through the neighborhood. They leave their litter and drug paraphernalia on our streets, sidewalks, and property. If burglaries and syringes are not evidence of an already intolerable crime presence in our neighborhood, then what more is needed?

4.) Our neighborhood is already surrounded by several affordable/low income developments. There appears to be a consensus among residents that any more such developments will only further contribute to altering the character and demographics of our neighborhood. Within 1.2 miles of our neighborhood there are already several clusters of low income housing: City Housing on Camino Consuelo, Casa Rufino Apartments, Warren Inn, Stage Coach Apartments, Pete's Pets Homeless Shelter, Coronado Condos and Apartments, La Luz, and Las Palomas Apartments. We don't need any more low income housing which, as is the neighborhood sentiment, will only tilt the socioeconomic balance of our neighborhood away from its current constitution toward a monolithic social and economic stratification. We see no wisdom in surrounding our long established working class home owners' neighborhood with more low income units that will render us an island in a sea of stratification.

Members of our community would be happy to meet with you to voice our concerns and show you around our neighborhood as we see it, value it, and have, over the years worked to make it the vibrant, closely nit community that it is.

Robert and Chamchun Zisk

RE: Zoom Planning Commission Meeting Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Mon 5/4/2020 8:31 AM

To: ute.jannsenkerr@gmail.com <ute.jannsenkerr@gmail.com>; Ute.jannsenkerr@sfcc.edu <Ute.jannsenkerr@sfcc.edu>
Cc: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>

Dear Ute Jannsen Kerr,

The City Manager and Councilor Cassutt-Sanchez forwarded your email below to me and asked me to respond on their behalf. My name is Sally Paez. I am an Assistant City Attorney, and I represent the City's Land Use Department.

Thank you for sharing these concerns about virtual public meetings on behalf of yourself and your neighbors. However, the City needs to continue processing applications from property owners that want to develop their property. The City would certainly prefer to hold the meeting live at City Hall, but at this time it is not safe or legal to do so. I understand that this is a difficult transition for everyone.

Since we cannot hold in-person meetings, the City is working hard to ensure that all members of the public have a variety of avenues for attending and listening to the meeting remotely and for providing comments on the project. Please encourage any of your neighbors who lack internet access to submit written comments. Complete information about how to participate will be included on the meeting agenda, but here is an overview.

- Members of the public may submit written public comments in advance of the meeting by email (LandUsePublicComment@santafenm.gov), by U.S. Postal Service (City of Santa Fe, ATTN: Noah Berke, PO Box 909, Santa Fe, NM 87504-0909), or by dropping off a comment at the physical drop box, which will be located outside City Hall at the entrance to Land Use Lobby facing Marcy Street. Please include your full name and address, and identify the specific agenda item you are commenting on. To be included in the official record and considered at the hearing, written public comment must be received no later than Monday, May 18, 2020.
- Members of the public will be able to view the Zoom meeting on the City's YouTube channel.
- Members of the public will be able to attend the Zoom meeting by phone or video. Zoom attendees will be permitted to provide real-time public comment, by either "raising their hand" (if using a smart phone or computer) or by pressing *9 if using a regular phone.

Additionally, I wanted to let you know that the City will be conducting two public hearings on this project. The first public hearing will be the May 21 Planning Commission meeting, at which the Planning Commission will make a recommendation to the Governing Body. The second public hearing will be before the Governing Body. The Governing Body hearing has not been scheduled yet.

Since this matter will be hear by the Governing Body, Councilor Cassutt-Sanchez also asked me to alert you to the special role that the members of the City's Governing Body will have in relation to this matter. The Governing Body will be considering elements of the proposed development in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legislative role (setting policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose. In addition, the Council must disclose communications received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impartial. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legislative roles.

Please feel free to contact City Land Use Staff for more information about the project or ways to participate. The most knowledgeable contact for this case is Senior Planner Dan Esquibel, daesquibel@santafenm.gov, 955-6587.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
(505) 955-6501
sapaez@santafenm.gov

The Mission of the City Attorney's Office is to advise, defend, and protect the City and enforce its laws in a timely and just manner; and

WE ARE
#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

From: Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Sent: Friday, May 1, 2020 3:15 PM
To: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Subject: Zoom Planning Commission Meeting Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jarel,

the residents of the Midtown Neighborhood Association live in District 4, in the proximity of the Calle La Resolana.

Please take a moment and read the attached letter and let us know by the end of next week (5/7/20) whether anything can be done to postpone the scheduled 5/21/20 Zoom Planning Commission meeting till a time all neighbors can attend. This Zoom meeting comes at a time when most people are fighting for their livelihood and are stressed to the max. A Zoom meeting for our neighborhood will be a disaster - as explained in the attached letter.

We would very much appreciate it if you could be our advocate in this matter.

Sincerely,

Ute
Midtown Neighborhood Association

I hope you and your family are well and healthy.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT G

June 24, 1998 Governing Body Minutes

Councilor Montaño proposed a friendly amendment, which was accepted, that this issue would be reviewed in one year to see what the revenues were and to reconsider rates at that time.

The amendment was accepted as friendly.

Councilor Montaño stated that he would vote against the ordinance. He said he understood this to be a state-of-the-art golf course that out-of-town players would be interested in using regardless of the rates, and so he felt resident rates should have been left at $21 for weekends and non-resident rates raised from $45 to $51.

Mayor Delgado stated that this golf course would be as competitive as any golf course in the Southwest. He said he also felt staff's recommended fees were appropriate in relationship to surrounding golf courses, and also preferred to think that the city "got it right the first time instead of going back to the people in one year and saying we've got to raise it."

The ordinance, as amended, passed on the following Roll Call vote:

For: Councilor Whitted; Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Martinez; Councilor Moore; Councilor Sanchez.

Against: Councilor Montaño.

Councilor Bushee also asked that a senior rate be considered in a year as well.

CONSIDERATION OF BILL NO. 1998-21: ADOPTION OF ORDINANCE NO. 1998-23.
Case #ZA 1998-4. Somerset Self-Storage Rezoning and Development Plan. (Formerly Case #ZA 1992-20, Villa de los Arboles RM-2 Zoning Rescission). Pacific Santa Fe Properties, L.P., Requests Rezoning of 2.584± Acres From RM-2 (Multi-Family Residential) to C-2 (General Commercial), and Requests Approval of a Development Plan for a Self-Storage Complex. The Property is Located at 2900 Cerrillos Road Behind the Park Inn Hotel

Planner Greg Smith addressed the Council as follows: "This property was previously approved for a 34-unit condominium project known as

the Los Arboles project. The applicant came back to the Council on that project and asked that the conditions be amended. The Council declined to amend those conditions. The applicant then came back to the Council and asked to have the RM zoning rescinded and to have C-2 zoning restored. The Planning Commission recommended approval of that request. The Council noted some concerns primarily related to access to Calle la Resolana, and requested that the applicant work with the staff and the Commission to revise the application. So that is the case that is before the Council tonight -- the revised request for rezoning from RM multi-family residential zoning on this parcel to go back to C-2. This time, the applicant has amended the request to include a development plan which would provide for the construction of individual storage units on this property.

"The primary access to the revised project, to the storage unit project, would be via a common driveway across the Park Inn property from Cerrillos. Access to Calle la Resolana would be retained for emergency access only. The Council adopted various traffic mitigation measures when they reviewed the condominium project, and several of those conditions are carried forward as conditions of approval for the rezoning and development plan approval that the applicant is requesting tonight.

"Our staff report addresses various aspects of this project, but concludes that, in general, the community impacts of this project will be comparable to or less than the impacts that were associated with the previous condominium project. We've noted in the staff report that the project appears to comply with the various General Plan and zoning regulations criteria for rezonings, and we are recommending approval of the project subject to the conditions as recommended by the Planning Commission."

Those conditions were:

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be to the approval of the affected utility companies and city staff, and the plat shall be filed prior to issuance of any

construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge (east of the Park Inn on Cerrillos Road) and the Park Inn. Plans for this modification shall be reviewed and approved by the city traffic engineer and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency usage thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan, including all site improvement drawings and off-site traffic mitigation construction drawings, shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer and shall comply with all applicable city codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC.

9. The project will conform to the new lighting ordinance.

There were no persons wishing to address the Council either for or against this proposal.

Councilor Chavez moved for approval. The motion was seconded by Councilor Moore.

Councilor Chavez said he had opposed this project "since day one" because of concerns about ingress and egress on Calle la Resolana, but in this instance felt the developer had "jumped through a number of hoops" in addressing the concerns of the neighborhood and members of the Governing Body.

Councilor Chavez commented that he was concerned that the applicant could not have signage on Cerrillos Road. He said this "boggled the mind."

Mr. Smith explained that existing sign regulations prohibited off-premises advertising. He said the Planning Commission directed staff to initiate an amendment to the regulations to provide an exception for circumstances such as this, and that amendment should go before the Council this fall.

Councilor Chavez pointed out, however, that the ingress-egress to Cerrillos Road was contiguous to the property, so it did not make sense to him that there could not be signage directing drivers to the storage units.

Mr. Smith explained that the applicant did not own the property fronting Cerrillos Road, and Councilor Chavez asked why the applicant could not simply approach the property owner and ask for permission to place the sign there. Mr. Smith responded that the goal of the sign regulation was to reduce sign clutter, and that included off-site signs.

Councilor Chavez said he had trouble with the term "off-site signs," because he did not think there was a definition for it. He stated, "This signage thing really has no bearing as far as I'm concerned. I think it really meets the intent of the ordinances that we have." He said he would drop this issue for now, but wanted his remarks on the record.

Councilor Moore asked Mr. Smith if he understood correctly that there was actually more neighborhood opposition to the idea of the condos than there was to the idea of this commercial use, and Mr. Smith said there was considerable testimony in the record to that effect.

Councilor Moore said, "It frankly amazes me that anyone would prefer a self storage facility next to their home versus housing, but if that's what the neighborhood wants....I just find them really dead, scary places....but you're right, they don't generate much traffic."

Owner John Coelho was duly sworn. He stated that all of the conditions were acceptable and he had no problems with any of them.

Responding to questioning from Mayor Delgado, Mr. Smith said staff would advise the Planning Commission that any major changes to the development plan would require City Council review and approval.

Councilor Montaño asked Mr. Smith to inform the City Council if there were any changes whatsoever to the development plan, and Mayor Delgado said he thought that "a legitimate request."

Councilor Martinez asked how condition #5 would be monitored.

Mr. Smith responded that staff would require that appropriate signage be installed. He said the condition would be monitored by zoning enforcement staff, but noted that staff did not have an ongoing enforcement program where annual checks were done of each rezoned property in the city. He commented, however, that staff was "fairly observant" about such things and also stated that complaints from residents would be responded to.

Referring to condition #5, Councilor Montaño asked what constituted "emergency usage" and Mr. Smith responded, "Staff would understand that to mean that the gate would be locked at all times except when there was an emergency, at which point the lock would be cut or the Fire Department or ambulance services or Police Department would have keys to go through."

The ordinance was adopted with the following Roll Call vote:

For: Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Montaño; Councilor Sanchez; Councilor Whitted.

Against: Councilor Martinez.

Abstaining: Councilor Moore.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT H

Applicant Submittals

1155660

DECLARATION OF RECIPROCAL EASEMENTS

This Declaration of Reciprocal Easements is made as of the 7th day of April, 1995 by and between SANTA FE PARK INN, LIMITED PARTNERSHIP, a New Mexico Limited Partnership ("SFPI"), and PACIFIC SANTA FE PROPERTIES, L.P., a New Mexico Limited Partnership ("PSFP").

RECITALS

The following recitals of fact are a material part of this instrument:

A. SFPI owns that parcel of realty described on Exhibit "A" attached hereto ("Parcel 1") and PSFP owns that parcel of realty described on Exhibit "B" attached hereto ("Parcel 2") as shown on the subdivision plat thereof filed in the office of the County Clerk in Santa Fe County, New Mexico, on 18th APRIL 1995 at page 035 Plat Book No. 300 (the "1995 Plat").

B. The parties hereby wish to grant one another mutual and reciprocal easements for ingress and egress over their respective parcels as above described,

C. Attached hereto as Exhibit "C" is a site plan wherein Parcel 1 is the area delineated by cross-hatching, and Parcel 2 is the remainder of the area therein depicted. Included on Exhibit C are the easement areas as hereinafter described in this Agreement.

DECLARATIONS

Now, therefor, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves,

and their successors and assigns, as follows:

1. GRANT OF MUTUAL EASEMENTS:

(a) SFPI grants to PSFP, its tenants, licensees, business invitees, employees and grantees of all or any portion of Parcel 2, in common with SFPI and all tenants business invitees, employees, and patrons of Parcel 1, the right of way for ingress and egress over and upon Parcel 1 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 1 shown on Exhibit C and legally described on Exhibit D-1 attached hereto (the "Parcel 1 Easement Area").

(b) PSFP grants to SFPI, its tenants, licensees, business invitees, patrons, and employees, in common with PSFP and all tenants , business invitees, employees and grantees of all or any portion of Parcel 2, the right of way for ingress and egress over and upon Parcel 2 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 2 shown on Exhibit C and legally described on Exhibit D-2 attached hereto (the "Parcel 2 Easement Area").

2. PROHIBITION OF IMPROVEMENTS ON EASEMENT AREAS. Neither party shall build or maintain, or permit to be built or maintained, any structure on either the Parcel 1 Easement Area or the Parcel 2 Easement Area. These restrictions shall not apply to light standards, appurtenant electrical equipment, signs relating to business conducted on each respective Easement Area, traffic or



directional signs, fences, gates, or similar structures (providing they do not impair the free use of the easements above granted).

3. MAINTENANCE OF EASEMENT AREAS. Each party shall maintain and keep in good repair the rights-of-way situated on its Parcel and shall keep such areas and rights-of-way free and clear of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The rights-of-way on both Parcels shall meet at equal grades and no obstructions shall be erected or permitted upon either Parcel which will in any way interfere with the rights granted by this agreement. Neither party shall change the striping of the driveways on its Parcel without the other party's written consent, which consent shall not unreasonably be withheld. Each party shall maintain insurance against claims for personal injury and property damage in an amount not less than Two million dollars ($2,000,000.00) combined limits for personal injury and one hundred dollars ($100,000.00) with respect to property damage. Such limits shall be increased, from time to time, at the request of either party, in accordance with the coverage generally maintained by business enterprises in the area for risks in connection with parking lots or parking areas adjacent to commercial buildings. All such policies shall name both parties as insureds.

4. PROHIBITED COMMERCIAL ACTIVITIES. Neither party shall conduct nor permit the conduct of any commercial activities or commercial use of any portion of its Easement Area.



5. TERM. This agreement shall continue for a term of 55 years from the date hereof, or so long as both Parcel 1 and Parcel 2 shall be used for commercial retail, hotel, or residential uses, whichever shall be longer. Nevertheless, in the event that commercial retail, hotel, or residential activities on either Parcel 1 or Parcel 2 shall cease during the term of this agreement, the owner of the other Parcel on which such activities are continuing shall have the right to terminate this agreement upon giving 60 days' written notice to the then owner of the Parcel on which such activities have ceased. The recording of such notice shall have the effect of giving general notice that upon the end of the 60 day period set forth in the notice, the within agreement shall be deemed of no further force or effect. Temporary cessation of us upon either Parcel due to fire or other casualty, construction or reconstruction, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 120 days for purposes of making alterations or reletting shall not be deemed a cessation of use within the meaning of this Paragraph 5.

6. COVENANTS RUNNING WITH THE LAND. The easements hereby granted, and restrictions hereby imposed, and the agreement herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, an be binding upon, the parties hereto and their respective successor and assigns, including, without limitation, all subsequent owners of Parcel 1 and Parcel 2 and all persons claiming under them.

7. ENTIRE AGREEMENT. This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

8. NOTICES. All notices under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known address set forth on the signature page of this agreement, or such other address as a party shall advise the other by written notice.

9. NON-WAIVER. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

10. HEADINGS. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. This agreement shall be construed in accordance with and governed by the laws of the State of New Mexico.

12. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed a gift or dedication of any portion of either subject Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to and for the purposes herein expressed.

13. SEVERABILITY. If any clause, sentence or other portion of this agreement shall become illegal null or void for any reason,

or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

14. INJUNCTIVE RELIEF. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of either Parcel subject to this agreement of any of the terms, covenants, and conditions herein contained, in addition to any other remedies provided herein or available at law, any or all of the owners or tenants of either Parcel shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

15. SUBSEQUENT CONVEYANCES. All conveyances of all or any portion of either Parcel 1 or Parcel 2 subject to the date hereof shall recite that they are subject and subordinate to the terms and conditions hereof.

16. ATTORNEY FEES. Should any action or proceeding be brought to enforce any provision hereof, or for damages by reason of the alleged breach, the prevailing party (that party obtaining the greatest quantum of affirmative relief) shall be entitled to receive it's attorneys' fees and all costs of such action or proceeding from the other party.

17. MERGER. If title shall vest at any time in any one party in both of the Parcels subject to this agreement, a merger of such title shall remove the easements as between such merged Parcel; provided, however that such party owning both Parcels may elect to cause an election of non-merger to be recorded in the records of

Santa Fe County in which event such merger shall be deemed not to have occurred.

18. CONSENT. Each party hereto, or any party claiming under any of them, agrees that they will not unreasonably withhold their approval or consent wherever provision is made herein for such approval or consent.

19. MORTGAGEE PROTECTION, NOTICE AND CURE. If SFPI or PSFP, or their respective assigns shall mortgage all or any part of the respective Easement Areas created by this Declaration, each agrees that so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s), the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Declaration by joint action of PSFP and/or SFPI without the prior written consent of each mortgagee.

(b) PSFP and SFPI shall, upon the serving with any notice of default under this Declaration, simultaneously serve a copy of the notice upon any Easement Area mortgagee(s).

(c) Any Easement Area mortgagee shall have the right, but not the obligation, at any time prior to termination of this Declaration and without payment of any penalty, to effect any insurance required hereunder, to pay any taxes or assessments against any portion of the easement parcels, to make any repairs or improvements, to the easement parcels created hereunder, to do any other act or thing required of either party hereunder, and to any act or thing which may be necessary and proper to be done in the

performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Declaration. Any Easement Area mortgagee and its agents and contractors shall have full access to each easement parcel for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Easement Area mortgagee shall be as effective to prevent a termination of this Declaration as the same would have been if done by the parties hereto.

(d) Anything contained in this Declaration to the contrary notwithstanding, if any default shall occur which, pursuant to any provision of this Declaration, purportedly entitles either party to terminate this Declaration, neither party shall be entitled to terminate this Declaration, and the notice shall be rendered void, if the mortgagee or the trustee under any such easement mortgage or deed of trust, within thirty days after expiration of the period within which the defaulting party was permitted to cure the default (or within sixty after receipt of the notice by the said Easement Area mortgagee or trustee if the default is not curable by such party), shall:

(1) either (i) cure the default if the same can be cured by the expenditure of money; or (ii) if the default or breach is not curable, commence, or cause any trustee under the easement mortgage or deed of trust to commence, and thereafter to diligently pursue to completion steps and proceedings to foreclose on the interests covered by the mortgage; and

(2) perform or cause the performance of all of the

covenants and conditions of this Declaration requiring the expenditure of money by either party until such time as the Easement Area parcel shall be sold upon foreclosure, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure; provided, however

(3) either party shall, commencing with the date such foreclosure action shall commence, have a period of sixty days within which to effect the cure of the non-monetary default causing such foreclosure action to commence, or to provide for the benefit of the other easement parcel easement rights providing ingress and egress rights the substantial equivalent of those granted in and to each such easement parcel under the terms of this Declaration. Such cure or provision of substitute ingress and egress rights shall cause the termination of any such foreclosure action provided the defaulting party shall promptly reimburse such mortgagee or trustee for costs incurred in the said foreclosure action.

(e) If any mortgagee is prohibited from commencing or prosecuting any foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by court having jurisdiction of any bankruptcy or insolvency proceeding involving either party hereto, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition; provide that the easement mortgagee shall have fully cured any default in the payment of any monetary

obligations of either party under this Declaration and shall continue to pay currently those monetary obligations as and when the same fall due.

(f) Each party agrees that the name of any Easement Area mortgagee(s) shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by each party under this Declaration on condition that the insurance proceeds are to be applied in the manner specified in such Easement Area mortgagee's mortgage.

(g) Each party agrees that in the event of termination of this Declaration by reason of any default hereunder, each party, if requested by any Easement Area mortgagee will enter into a new Declaration containing each and all of the terms contained herein.

(h) Each Easement Area mortgagee agrees that in the event of termination of this Declaration by reason of the default of any party, and the acquisition of a fee interest in either Easement Area by such Easement Area mortgagee or its assignee, such mortgagee or its assignee, if requested by the non-defaulting party, will enter into a new Declaration containing each and all of the terms contained herein.

(i) Except as provided in subparagraph (h), above, nothing herein contained shall require any Easement Area mortgagee to enter into a new Declaration nor to cure any default of either party.

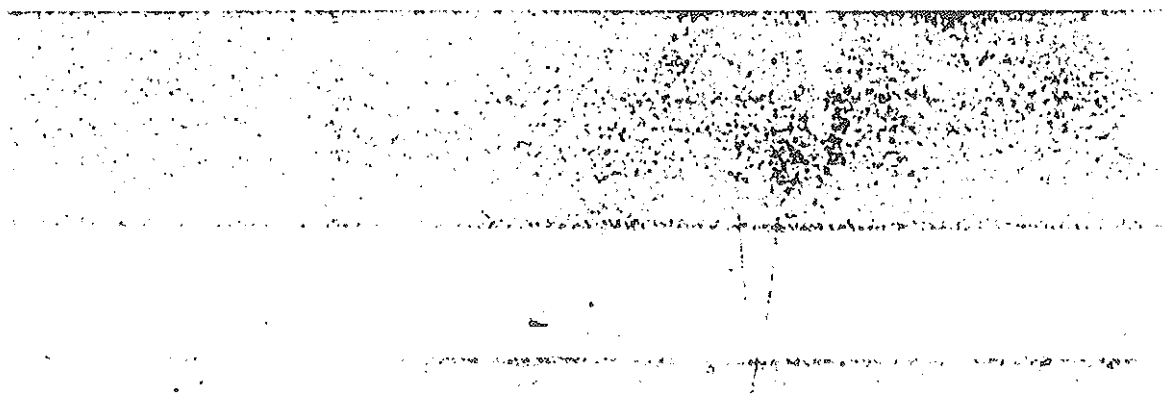
(j) The parties hereto shall give a Easement Area mortgagee(s) notice of any arbitration or condemnation proceedings,

or of any pending adjustment of insurance claims as concerns the Easement Areas, or either of them, and any Easement Area mortgagee shall have the right to intervene therein and shall be made a party to such proceedings The parties hereby consent to such intervention. If such mortgagee does not elect to intervene or become a party to such proceedings, it shall none the less receive notice and a copy of any award or decision made in connection therewith.

(k) SFPI and PSFP shall cooperate in including in this Declaration by suitable amendment from time to time any provision which may be reasonably requested by any Easement Area mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Article 19 and allowing such mortgagee reasonable means to protect or preserve its rights and interests in and to the Easement Areas created hereunder under a default under the terms of this Declaration. The parties and such Easement Area mortgagee agree to execute and deliver (and acknowledge for recording purposes, if necessary) any agreement required to effect any such amendment; provided that any such amendment shall not adversely affect any rights of the parties under this Declaration.

(l) Each Easement Area mortgagee shall promptly, upon request of either party hereto, execute, acknowledge and deliver to either party so requesting, at the sole cost of such party, a document agreeing to all of the provisions herein contained.

(m) The term "mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the



real property the subject of this Declaration, such as, without limitation, deeds of trust, security deeds, as well as financing statement, security agreements and other documents required pursuant to the Uniform Commercial Code. The term "mortgagee" as used herein shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to beneficiary under a deed of trust and the secured party under a security agreement.

(n) In the event any Easement Area mortgagee, or its designee, becomes the owner of the servient or dominant estate with respect to an Easement Parcel, such mortgagee (or designee, as the case may be) shall have no liability or obligation for any breaches under this Declaration which are attributable to the period prior to the date such mortgagee, (or its designee) acquires title to such estate. Nor shall such mortgagee (or its designee) be personally liable for any breach under this Declaration.

WITNESS the hands and seals of the undersigned this 7TH day of APRIL, 1995.

SANTA FE PARK INN LIMITED PARTNERSHIP,
a New Mexico Limited Partnership

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

PACIFIC SANTA FE PROPERTIES, L.P.,
a New Mexico Limited Partnership

1155672

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on April 7, 1995, by John R. Coelho as President of TSC Development Company, Inc., general partner of Santa Fe Park Inn Limited Partnership, a New Mexico limited partnership, and general partner of Pacific Santa Fe Properties, L.P., a New Mexico general partnership, on behalf of both of said limited partnerships.

_____
Notary Public

My Commission Expires:
_____

F:\CLIENT\PAC-SF.PRO\DECLARAT(4/6) ajm

1155673

PROPERTY DESCRIPTION, TRACT 1-A-1

A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT, FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11';
THENCE S71°07'40"W, 296.88';

THENCE FROM SAID POINT S75°07'43"W, 210.69';
THENCE N14°50'55"W, 97.98';
THENCE S75°07'43"W, 135.11';
THENCE N14°52'01"W, 111.92';
THENCE N55°38'39"E, 13.02';
THENCE N14°05'55"W, 125.45';
THENCE N55°56'54"E, 79.96';
THENCE N56°17'55"E, 88.12';
THENCE N56°30'55"E, 10.20';
THENCE N56°48'55"E, 172.90';
THENCE S14°45'00"E, 451.98' TO THE POINT OF BEGINNING, CONTAINNING 2.790 ACRES, MORE OR LESS.

UTIL.

1155674

PROPERTY DESCRIPTION, TRACT 1-A-2,

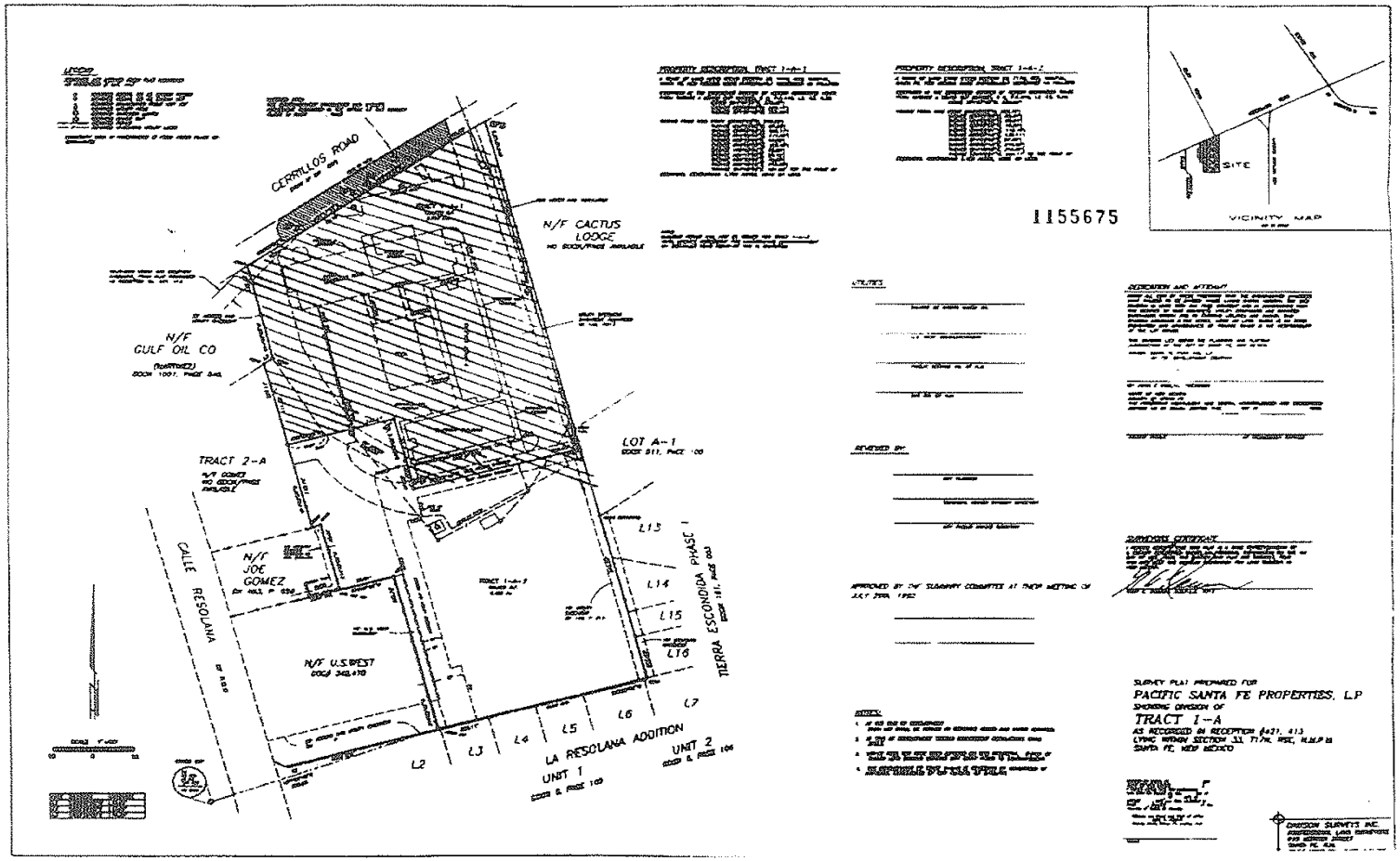
A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRAC FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S71°07'40"W, 296.88';

THENCE FROM SAID POINT N14°52'02"W, 208.72';
THENCE S75°07'58"W, 69.01';
THENCE N14°52'02"W, 90.01';
THENCE S75°07'58"W, 10.99';
THENCE N14°52'01"W, 115.19';
THENCE N75°07'43"E, 135.11';
THENCE S14°50'55"E, 97.98';
THENCE N75°07'43"E, 210.69';
THENCE S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11' TO THE POINT OF BEGINNING, CONTAINNING 2.403 ACRES, MORE OR LESS.

ITIES

EXHIBIT "C"



1155675

1155676

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-1, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

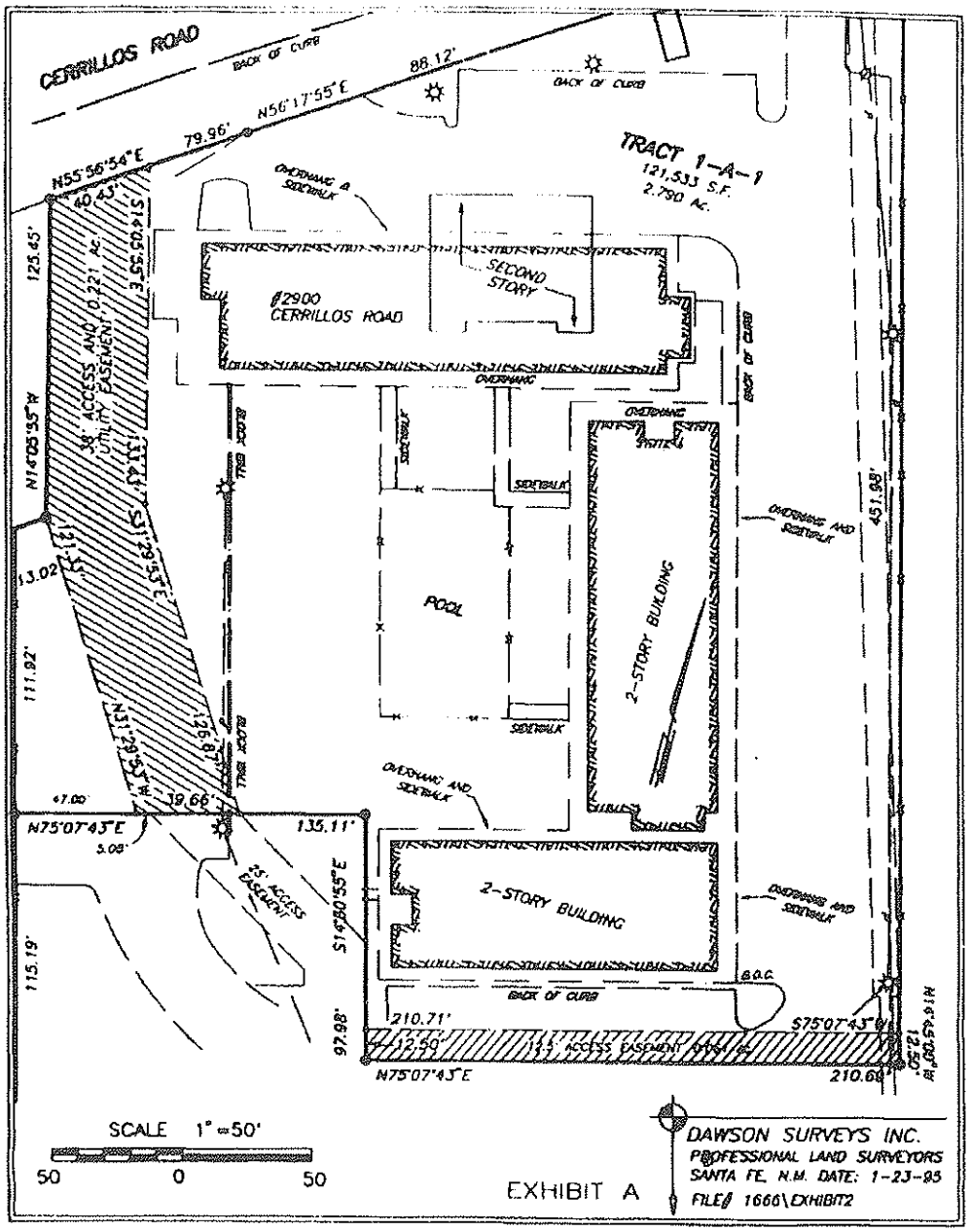
FIRST:
BEGINNING AT A REBAR AT THE SOUTH EAST CORNER OF SAID TRACT 1-A-1;

THENCE N14°45'00"W, 12.50 FEET;
THENCE S75°07'43"W, 210.71 FEET;
THENCE S14°50'55"E, 12.50 FEET;
THENCE N75°07'43"E, 210.69 FEET TO THE POINT OF BEGINNING
CONTAINING 0.061 ACRES, MORE OR LESS.

SECOND:
BEGINNING AT A REBAR AT THE NORTH WEST CORNER OF SAID TRACT 1-A-1;

THENCE N55°56'54"E, 40.43 FEET;
THENCE S14°05'55"E, 133.43 FEET;
THENCE S31°29'53"E, 126.87 FEET;
THENCE S75°07'43"W, 39.66 FEET;
THENCE N31°29'53"W, 121.33 FEET;
THENCE N14°05'55"W, 125.45 FEET TO THE POINT OF BEGINNING
CONTAINING 0.221 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "A" ATTACHED HERETO.


CERRILLOS ROAD
BACK OF CURB
88.12'
N56°17'55"E
79.96'
N55°56'54"E
40.45'
TRACT 1-A-1
121,533 S.F.
2.790 Ac.
OVERHANG & SIDEWALK
#2900
CERRILLOS ROAD
SECOND STORY
OVERHANG
BACK OF CURB
30' ACCESS AND UTILITY EASEMENT 0.221 Ac.
125.45'
N14°05'55"W
131.43'
S35°59'15"E
13.02'
111.92'
TREE
SIDEWALK
POOL
2-STORY BUILDING
451.88'
OVERHANG AND SIDEWALK
47.00'
39.66'
N75°07'43"E
5.08'
135.11'
S14°50'55"E
25' ACCESS EASEMENT
115.19'
97.98'
210.71'
B.O.C.
S75°07'43"W
12.50'
25' ACCESS EASEMENT
N75°07'43"E
210.68'
R=1,060.93'
121.50'
N14°52'17"W
SCALE 1"=50'
50 0 50
EXHIBIT A
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M. DATE: 1-23-95
FILE# 1666\EXHIBIT2

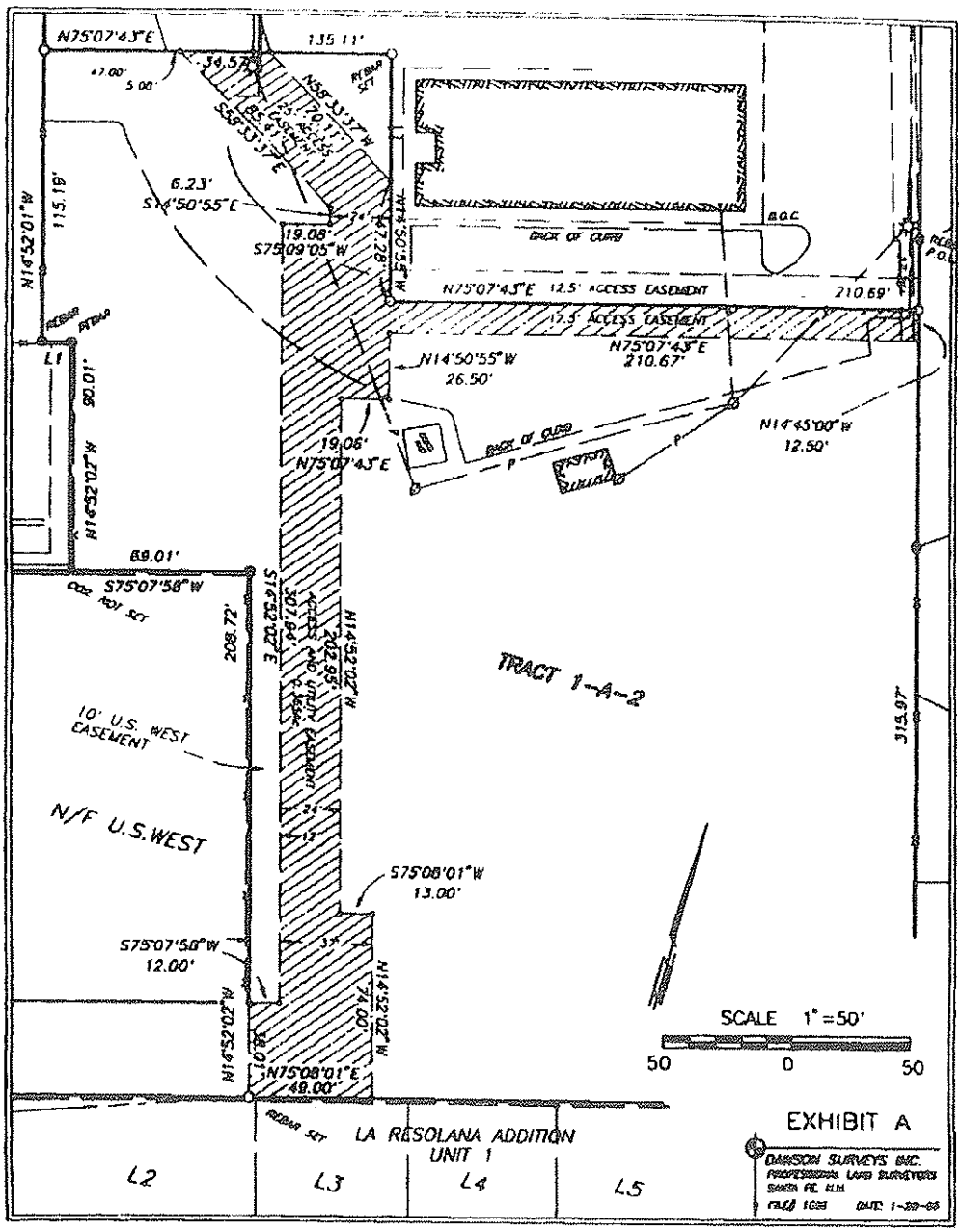
DESCRIPTION 1155678

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUNDARY OF SAID TRACT 1-A-2;

THENCE N75°08'01"E, 49.00 FEET;
THENCE N14°52'02"W, 74.00 FEET;
THENCE S75°08'01"W, 13.00 FEET;
THENCE N14°52'02"W, 202.95 FEET;
THENCE N75°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 26.90 FEET;
THENCE N75°07'43"E, 210.67 FEET;
THENCE N14°45'00"W, 13.50 FEET;
THENCE S75°07'43"W, 210.69 FEET;
THENCE N14°50'55"W, 47.28 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S75°07'43"W, 34.57 FEET;
THENCE S58°33'37"E, 83.41 FEET;
THENCE S14°50'55"E, 6.33 FEET;
THENCE S75°09'05"W, 19.08 FEET;
THENCE S14°52'02"E, 307.96 FEET;
THENCE S75°07'58"W, 13.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.

1155679


N75°07'43"E
135.11'
34.57'
5.00'
N58°33'37"W
S58°33'37"E
6.23'
S14°50'55"E
19.08'
S75°09'05"W
N14°50'55"W
115.19'
N14°52'01"W
L1
80.01'
N14°52'02"W
69.01'
S75°07'58"W
208.72'
S14°52'02"E
N14°52'02"W
TRACT 1-A-2
10' U.S. WEST EASEMENT
N/F U.S.WEST
S75°08'01"W
13.00'
S75°07'58"W
12.00'
N14°52'02"W
74.00'
N75°08'01"E
49.00'
LA RESOLANA ADDITION
UNIT 1
L2
L3
L4
L5
B.O.C.
BACK OF CURB
N75°07'43"E 12.5' ACCESS EASEMENT
210.69'
12.5' ACCESS EASEMENT
N75°07'43"E
210.67'
N14°50'55"W
26.50'
19.06'
N75°07'43"E
N14°45'00"W
12.50'
315.97'
SCALE 1"=50'
50
0
50
EXHIBIT A
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS

The following is a description of a tract of land being the Southerly thirty eight feet (38') of Tract 1-B, Holiday Management Company Subdivision, as the same is shown and designated on the plat of record filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 9, 1972 and as designated on the Warranty Deed filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 13,1972, in the Book 395, Pages 725 & 726, and being more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of the tract herein described, said point also being the Southeast corner of the aforementioned Tract 1-B, Holiday Management Company Subdivision and running on a bearing of S 75°08'30" W, distance of 198.03 feet to an angle point of the tract herein described; Thence running on a bearing of N 59°51'30" W, a distance of 15.51 feet to an angle point of the tract herein described; Thence running on a bearing of N 14°51'30" W, a distance of 27.03 feet to the Northwest corner of the tract herein described; Thence running on a bearing of N 75°08'30" E, a distance of 209.00 feet to the Northeast corner of the tract herein described; Thence running on a bearing of S 14°51'30" E, a distance of 38.00 feet to the Southeast corner of the tract herein described and true point of beginning containing 7,882 square feet or 0.1809 acres, more or less, and as shown on Exhibit A attached hereto.

1155680

Date: 12-20-94

COUNTY OF SANTA FE 901 / 389
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 14th day of Dec A.D. 19 95 at 2:47 o'clock PM. and was duly recorded in book 155 page 1680-681 of the records of Santa Fe County.

Witness my Hand and Seal of Office
Jona G. Arrejo
County Clerk, Santa Fe County, N.M.
Deputy

COUNTY CLERK
JONA G. ARREJO
SANTA FE COUNTY NEW MEXICO

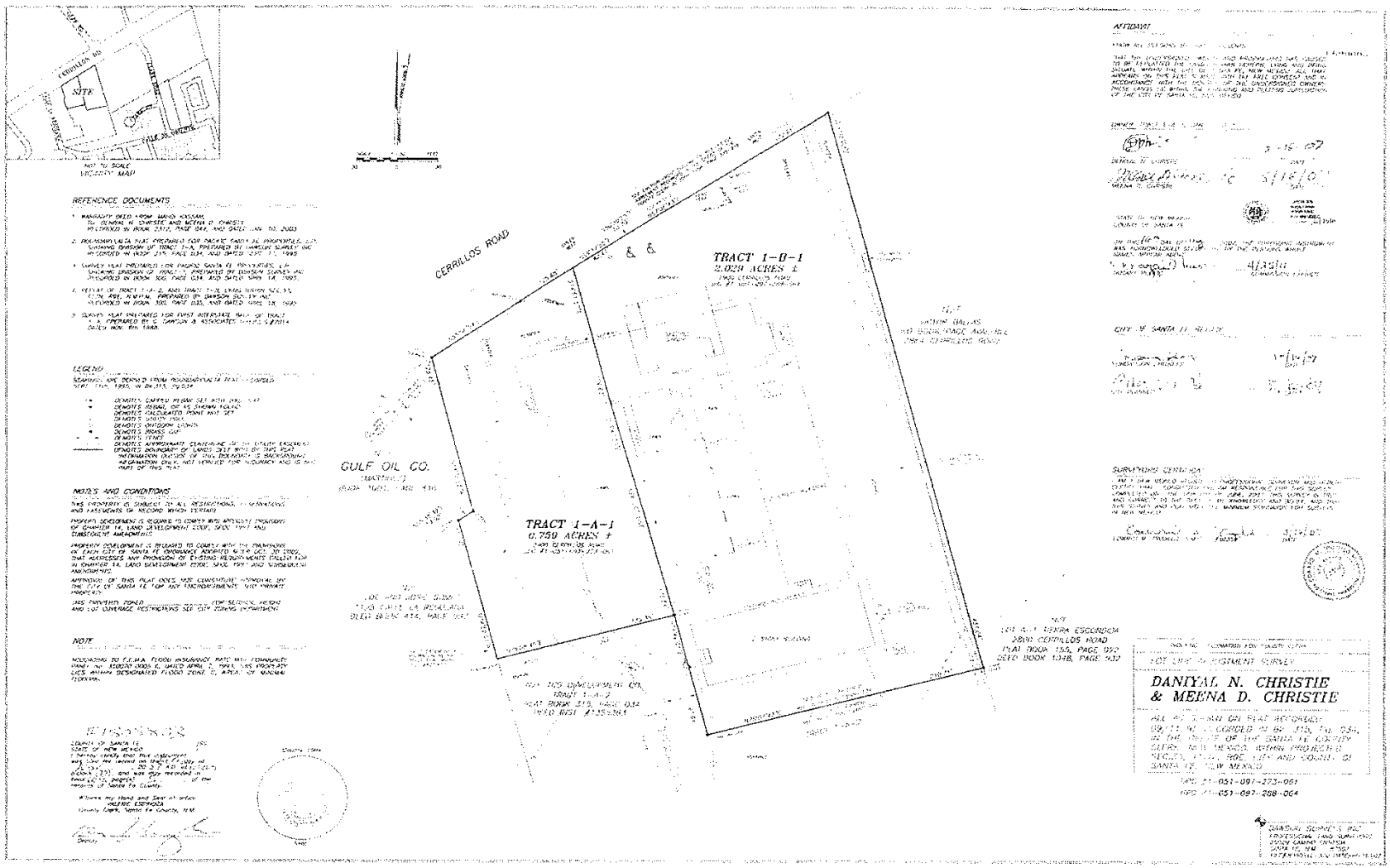
115568

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUDARY OF SAID TRACT 1-A-2;

THENCE N78°08'01"E, 49.00 FEET;
THENCE N14°53'02"W, 74.00 FEET;
THENCE S75°08'01"W, 13.00 FEET;
THENCE N14°53'02"W, 202.95 FEET;
THENCE S75°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 36.50 FEET;
THENCE N75°07'43"E, 310.67 FEET;
THENCE N14°48'00"W, 12.50 FEET;
THENCE S75°07'43"W, 310.69 FEET;
THENCE N14°50'55"W, 47.28 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S75°07'43"W, 34.57 FEET;
THENCE S88°33'37"E, 85.41 FEET;
THENCE S14°50'55"E, 8.33 FEET;
THENCE S75°09'05"W, 19.08 FEET;
THENCE S14°52'03"E, 307.94 FEET;
THENCE S75°07'58"W, 12.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.


CERRILLOS RD
SITE
CAMINO
CALLE DE GUILLERMO
NOT TO SCALE
VICINITY MAP
CERRILLOS ROAD
TRACT 1-B-1
2.029 ACRES ±
TRACT 1-A-1
0.759 ACRES ±
GULF OIL CO.
(WARRANTY)
BOOK 1601, PAGE 436
LOT
VICTOR GALLAS
AND BOOK/PAGE ADJ. TO
THE E. CERRILLOS ROAD
LOT
LOT 4-A-1 VERA ESCOBOSA
2816 CERRILLOS ROAD
PLAT BOOK 155, PAGE 122
DEED BOOK 1048, PAGE 430
LOT
LOT 3-A-2
PLAT BOOK 315, PAGE 034
DEED BOOK #1355361
REFERENCE DOCUMENTS
LEGEND
NOTES AND CONDITIONS
NOTE
SURVEYOR'S CERTIFICATE
DANIYAL N. CHRISTIE
& MEENA D. CHRISTIE
FOR LOT LINE ADJUSTMENT SURVEY
3-16-07
5/16/07
4/30/07
5/16/07
SURVEY NO.
SANTA FE SURVEYING CO.

LA RESOLANA

Apartment Community

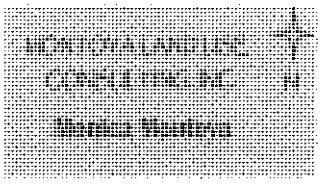
Development Plan Application

Submitted October 21, 2019 for December 5, 2019 Planning Commission Review

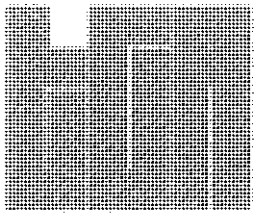
Owner/Developer:

Santa Fe Civic Housing Authority
644 Alta Vista Street
Santa Fe, NM 87505

Project Team:







THOMAS GIFFORD ARCHITECT

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

ABQ Engineering
Engineers • Planners • Construction Services
6102 Manaul Blvd. NE, Suite D, Albuquerque, NM 87110
tele. 505.255.7602 fax: 505.255.7602

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IV. CHAPTER 14 COMPLIANCE TABLE 11

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(b) Allowed Use
(c) Acreage
(d) Density
(e) Architectural Points
(f) Yard Requirements
(g) Open Space
(h) Walls/Fences
(i) Lot Coverage
(j) Landscaping
(k) Off-Street Parking
(l) Height
(m)Signage

V. DEVELOPMENT REVIEW CRITERIA 12

(a) Traffic
(b) Santa Fe Homes Program
(c) Fire Protection
(d) Water & Sewer Availability
(e) Grading & Drainage
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(g) Transit

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Map/Plan 3	Zoning Map	7
Map/Plan 4	Site Development Plan Illustration	8
Map/Plan 5	Building Elevations	9

EXHIBITS

Exhibits A1-2 City Application Form for Development Plan
Exhibits B1-5 Architectural Design Points Analysis
Exhibits C1-3 Santa Fe Homes Program Rental Proposal
Exhibits D1-7 Water Offset and Utility Service Applications
Exhibits F1-2 Schools Planning
Exhibits G1-56 Early Neighborhood Notification Reference Documents

TRAFFIC STUDY UNDER SEPARATE COVER

I. APPLICATION SUMMARY & PROJECT OVERVIEW

This application seeks **DEVELOPMENT PLAN** approval for a new multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM. ***(Exhibits A1-2).*** Said application is made pursuant to SFCC 14-3.8(B)(3)(b) which requires development plan approval for projects with a gross floor area of ten thousand square feet or more in a C-2, General Commercial zone district and within two hundred feet of a residential zone district.

This application is submitted on behalf of the Santa Fe Civic Housing Authority, (SFCHA) which is a local entitiy providing affordable rental housing at various locations throughout the Santa Fe community for families, the elderly and those with disabilities to name a few. The proposed housing community will add to their housing inventory and increase opportunities for additional affordable housing in Santa Fe. The SFCHA intends to build a housing community which area residents will be proud of.

La Resolana will be a housing community primarily for families with children. The units will be a mix of two and three bedroom floor plans. La Resolana is a 2019 NM MFA LIHTC 9% award winner and will conform with all of the provisions and requirements for a MFA Mandatory Design Standards for Multi-family Housing for New Construction.

The subject property is located to the south and east of the intersection of Cerrillos Road and Calle la Resolana. The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

The vicinity map on the following page depicts major intersections and the road network within ½ mile radius of the subject property.

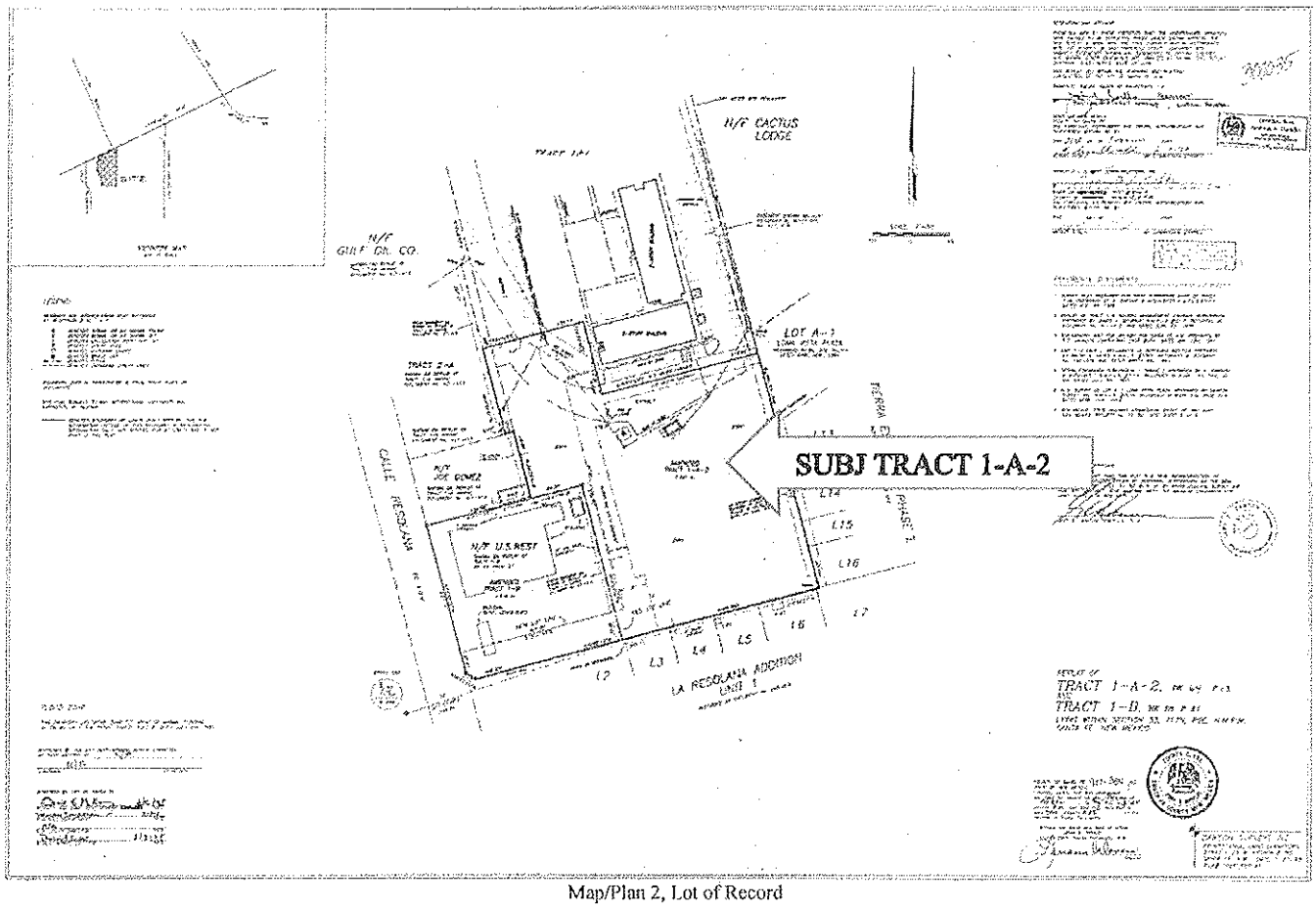
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Map/Plan 1: Project Vicinity Map and Area Context

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LEGAL LOT OF RECORD: The property is part of a legally recognized subdivision named Replat of Tract 1-A-2 and Tract B, approved by the City in March of 1995 and recorded as document number 901-384 on April 18, 1995 as Book 300, Page 035. The subject tract, 1-A-2, contains 2.56 acres according to City data and depicted below for illustration purposes. A more legible version of the subdivision plat is included as an exhibit at the end of this report.



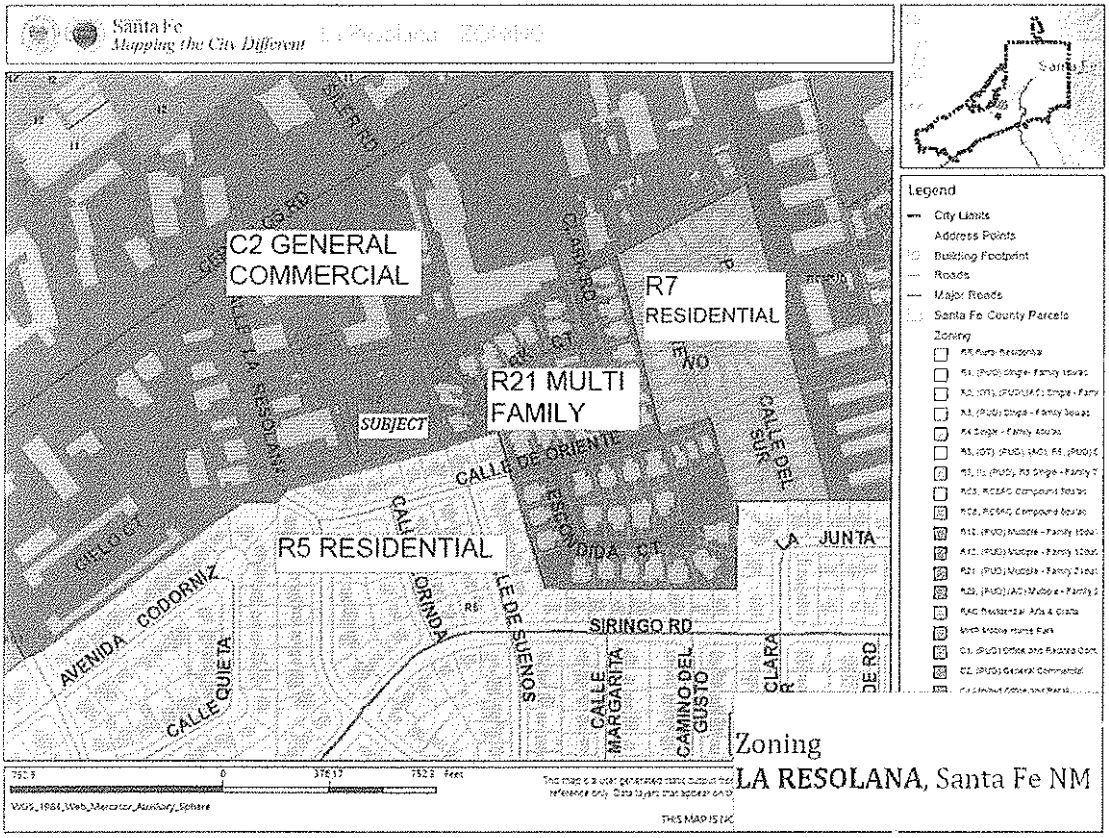
Map/Plan 2, Lot of Record

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FUTURE LAND USE AND ZONING: The City's Future Land Use Plan designates the subject acreage as medium/high residential with a density of 12 – 29 units per acre. Therefore, a general plan amendment is not part of this application. We propose that it is possible this designation was assigned as a consideration for higher densities or a transition use to separate general commercial uses on Cerrillos Road and residential uses to the south of the subject.

The zoning district is C2 General Commercial which allows primarily for high commercial uses including retail, restaurants, gas stations, and other commercial uses similar to those along Cerrillos Road. Even though the C2 is a general commercial zone, multi-family is listed as a permitted use.

The subject property is highlighted in the City Zoning Map below. As depicted, C2 zoning is adjacent to the the west, north and part of the east boundaries. Multi-family zoning adjoins the east boundary with a density of 21 units per acre. Residential zoning is on the south boundary with a density of 5 units to the acre. The density for the subject is 17.6 dwelling units per acre.



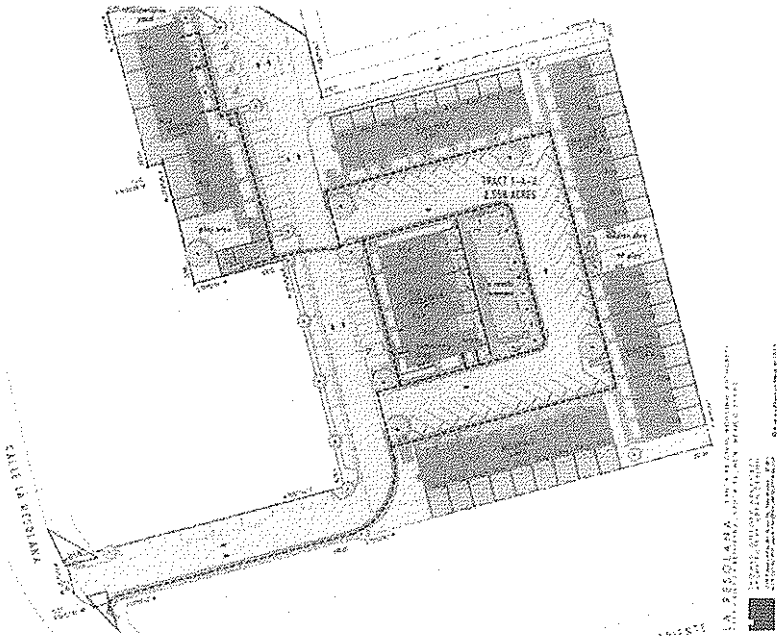
Map/Plan 3 – Zoning

II. SITE DESIGN AND ARCHITECTURAL THEME

The site plan carefully considers compliance with design criteria of SFCC for multi-family developments. Six building are strategically placed around a plaza with places for active and passive recreation. A community building space is located in the plaza next to an open space area for use by residents. Two small parks are designated for children with age appropriate play activities including a sand area, games for skills, slides and climbing to encourage interaction, group play and learning.

Access is planned off Calle La Resolana via a private driveway. Parking extends off the driveway near the entrance to each unit. This design provides for safe and easy access to a dwelling from the parking area which is especially important for the safety of children because it eliminates the need to walk across a driveway. Every unit has a sidewalk connected to all common amenities within the site and to existing public sidewalk networks. Additional overflow parking is provided on the access driveway. A central area is provided for mail pick up.

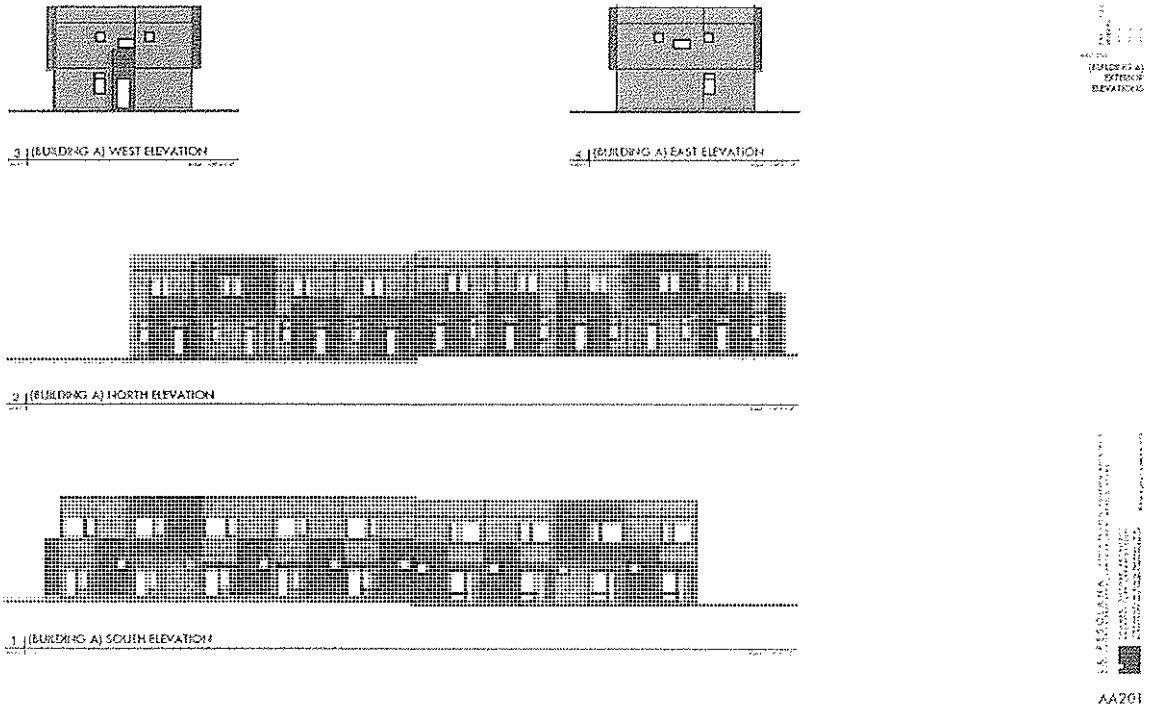
Original site design concepts included a single large three story "U" shaped building placed at the center of the site with peremiter parking. Based on many discussions focused on quality living, and input from neighbors on other projects, the "U" shaped concept was eliminated. The proposed design incorporates a multi-building theme with a townhouse unit typology as opposed to a traditional stack-flat typology with units above or below one another. The townhouse model provides private front door entrances and private back yard spaces for each unit. The use of multiple buildings allowed the height to be dropped to two story and create interesting open space areas which essentially reduce the scale of the project. The site design concept is presented for illustration purposes. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 4, Site Development Plan Illustration

The architectural style incorporates familiar contemporary Pueblo style forms in a crisp geometrical manner. The buildings are stucco in earth tone colors with some metal decorative features. The project height is consistent with code for two story buildings with a maximum of 26'. All outdoor lighting is designed to minimize nuisance glare onto adjacent properties.

The following illustration depicts the architectural theme concept of the buildings within the community. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 5, Building Elevations

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III. DEVELOPMENT PLAN APPROVAL CRITERIA

(SFCC Section 14-3.8D)

(1) Necessary Findings

To approve a *development* plan, the planning commission must make the following findings:

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the *application*;

Response: *The Planning Commission has authority to make final decisions on development plan applications according to SFCC, Section 14-3.8(B)(3)(b)*

(b) that approving the *development* plan will not adversely affect the public interest; and

Response: *We propose that additional affordable rental housing in the City is in the public's interest. A City initiated study concluded that the number of needed affordable units is in the thousands in order to meet the current demand.*

(c) that the use and any associated *buildings* are compatible with and adaptable to *buildings*, *structures* and uses of the abutting *property* and other *properties* in the vicinity of the *premises* under consideration.

Response: *The development design carefully considers buildings, structures and uses in the surrounding area. We propose that multi-family use is appropriate for the site as a buffer or transition use between high end commercial to the north and residential to the south. The use is also compatible with the surrounding zoning and densities including C2 zoning to the west, north and part of the east boundary. High density multi-family zoning adjoins the east boundary with a density of 21 units per acre. The density for the subject is 17.6 dwelling units per acre which is less than that of the east development. The building designs meets the City's strictest requirements for architecture and are rooted from a desire to connect with the area. The style seeks to be sensitive and complimentary to its neighbors. Even though the zoning allows for three story buildings, the height is reduced to two story as a more suitable scale considering the allowable heights of residential districts.*

The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

IV. CHAPTER 14 COMPLIANCE

The project complies with the design criteria of Chapter 14, SFCC as outlined in the following table:

	CHAPTER 14/ SFCC CRITERIA	COMPLIANCE METHOD
(a)	Zoning District	C2 General Commercial
(b)	Allowed Use	Multi-Family is a permitted use (Table 14-6.1-1)
(c)	Acreage	2.556 acres, (111,339.36 square feet)
(d)	Density	Chapter 14 does not prescribe density limits for multi-family use in C2 zone. The provided density is 17.6.
(e)	Architectural Design	The architectural design incorporates familiar contemporary pueblo style forms in a crisp geometrical manner. Predominant surface materials are stucco in earth tone colors with integrated metal decorative surface areas. The architectural theme exceeds the point requirements for multi-family projects. (205 points required, 230 points assigned) Analysis attached. ***(Exhibits B1-4)***
(f)	Yard Requirements	Proposed yard and setbacks are depicted on the development plan.
(g)	Open Space	Required: 11,250 sq. ft. (250 square feet x 45units) SFCC 14-7.5(D)(8)€ Provided: 15,900 sq. ft. Open space area will include various play structures for use by the children of residents.
(h)	Walls/Fences	Yard walls will be added up to 8' high along the perimeter property line where non exist.
(i)	Lot Coverage	Maximum Allowed: 60% SFCC Table 14-7.3-1 Provided = 28.2% (Total Roof Area 27,850 sq. ft. / Total Lot Area 111,339.36 sq. ft = 28.2%
(j)	Landscaping	Landscaping is provided using approved vegetation from the City plant list in landscape and open space areas. Sidewalk paths are landscaped and connect pedestrians to parking and the surrounding community. Numerous depressed areas on site will function as water collection basin for drainage management.

(k)	Off-Street Parking	PARKING CALCULATION DWELLING UNITS 45 DU 39-TWO BEDROOM DU (913 SF) X 1.5 SPACES / UNIT = 58.5 3- THREE BEDROOM DU (1162 SF) X 1.5 SPACES / UNIT =4.5 3- THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT =4.5 COMMUNITY ROOMS 570 SF X 1/200 NET LEASABLE = 3 OFFICE 570 SF X 1/350 NET LEASABLE = 1.6 TOTAL REQUIRED 70 PARKING PROVIDED 76 OFF-STREET BICYCLE PARKING 100 OR MORE PARKING SPACES REQUIRED 12 BICYCLE PARKING PROVIDED 12
(l)	Height	Allowed: 45' (Table 14-7.3-1) Provided: 26' Two Story
(m)	Signage	A monument sign for the identification of the project will be placed at the driveway entrance perpendicular to Calle la Resolana. Directional signage will be strategically placed throughout the project to direct traffic to apartment buildings and units.

V. DEVELOPMENT REVIEW TEAM CRITERIA

(a) **Traffic**: A Traffic Impact Study, (TIA) accompanies the development plan application under a separate cover. The TIA considered existing capacities, projected capacities at time of construction anticipated for 2021, and future capacities in the year 2031 to determine whether added traffic from the proposed development would be within prescribed allowable limits. The TIA also discusses solution based analysis to be considered. The details of the study are in the report.

(b) **Santa Fe Homes Program:** The Santa Fe Homes Program ordinance seeks to provide affordable housing for Santa Fe residents. The project is 100% affordable and complies with the ordinance. The Santa Fe Homes Program Rental Proposal is attached. ***(Exhibits C1-3)***

(c) **Fire Protection**: The project design considers appropriate access to the site in the event of an emergency per City Fire Codes. The main entrance to the development is from Calle la Resolana via an access drive meeting the width requirements. An emergency only access with gate is provided on the north end of the site near the accessible units. A 4" fire service is dedicated for automatic fire sprinkler systems.

(d) **Water & Sewer Availability**: A City water line extends from north to south on Calle la Resolana. A City sewer line exists parallel to the water line. The project will be served by these utilities via private connections extending to the east toward the project via the planned driveway system. Utility Service Applications attached. ***(Exhibits D1-7)***

(e) **Grading and Drainage**: A drainage calculations summary has been prepared by the project engineer analyzing predevelopment conditions, proposed conditions and post development drainage flow for adequate management of drainage for the development.

Drainage narrative from grading plan sheet:

DRAINAGE NARRATIVE

THE SITE FOR THIS DEVELOPMENT IS TRACT 1-A-2 (2.592 ACRES) AND IS LOCATED SOUTH AND EAST OF THE INTERSECTION OF CERRILLOS ROAD AND CALLE LA RESOLANA IN SANTA FE, NEW MEXICO.THE SITE IS CURRENTLY UNOCCUPIED AND CONTAINS NO EXISTING STRUCTURES. WITH THIS DEVELOPMENT, SIX NEW MULTIFAMILY STRUCTURES WILL BE CONSTRUCTED.

HISTORICALLY, THIS PARCEL DRAINS FROM THE NORTH TO SOUTH. THE DEVELOPED RUNOFF HONORS THE EXISTING DRAINAGE PATTERNS, WHILE DIRECTING THE RUNOFF TOWARDS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS. THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN.

(f) **Schools Planning**: According to the Santa Fe Public Schools website, the schools serving the area are the Kearny Elementary, Milagro Middle School and Santa Fe High School. A notice of the pending development plan application was delivered to the planning staff of the Santa Fe Public Schools along with an offer to meet at their convenience. ***(Exhibits E1-2)***

(g) **Transit**: At present, the closest City transit route runs east and west along Cerrillos Road. A bus stop exists near the intersection of Siler Road and Cerrillos Road within walking distance from the project.

EARLY NEIGHBORHOOD NOTIFICATION

Discussions with the neighbors began in late June of 2019 via personal meetings when requested, via phone calls and email correspondence. We propose that intense discussions brought about design changes which we believe make the project better for the community as a whole.

The official ENN meeting for the development plan application was held on Tuesday, July 9th at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed development was presented to neighbors. The meeting was well attended and intense discussions brought about additional design improvements.

The following table lists the major concern issues from neighborhood communications:

Neighborhood Input & Design Response

	ENN CONCERN AREAS	DESIGN RESPONSE
1.	**Massing and Scale:**	Pre ENN designs designs included a large single "U" shaped building with parking around the building and adjacent to the peremiter property lines. It was stated that this design concept provided less security for neighbors and encourage gatherings in the parking area disrupting adjacent residential yard space. This scheme was lreconfigured to 6 smaller scaled two story townhouse buildings and a community building reducing the scale and mass of the community and increase open space. This design intends to be more compatible with surrounding neighborhoods.
2.	**Building Stories and Height:**	Three story buildings are permitted by C2 zoning. In the interest of blending with adjacent residential neighborhoods, two story buildings were incorporated into the design at the height allowed by adjacent residential zone districts. Additionally, early designs included balcony spaces of the second floor bedrooms. These were eliminated.
3.	**Privacy Walls**	To create additional privacy to adjacent neighbors, walls up to 8' in height will be constructed at the peremiter boundary between neighboring properties.
4.	**Traffic:**	The following traffic issues were noted at the neighborhood meeting: • Speeding on Calle La Resolana is a problem. • There is considerable cut through traffic on Calle Oriente. • There have been many collisions with adjoining walls. • Parking on the street is difficult As a result of the concerns raised, a Traffic Impact Study, (TIA) was conducted to consider

	Traffic Continued…..	existing capacities, projected capacities at the time of construction anticipated for 2021, and future capacities in the year 2031 to determine how added traffic from the proposed development would affect prescribed allowable traffic levels. The traffic patterns in the area of the project were studied as well. The study also produced solutions based analysis for consideration. Please refer to the TIA for specific details.
8.	**Project lighting.**	A study of the proposed lighting was done assure that lighting levels comply with City code and do not project light or glare to adjacent properties. The parking area and pedestrian paths will be illuminated with low light pole fixtures or ballard lighting so as not to cast glare onto adjacent properties. There will be porch lighting in the back yard spaces similar to typical residential yard spaces in the city.
9.	**Unlawful Tenants on Property**	The Housing Authority controls unlawful tenants through the lease agreement. Unlawful occupancies are rare on existing Housing Authority projects because of strict enforcement of violations. The same procedures will apply in this project.
10.	**Impacts From Existing Land Uses in the Area.**	The neighborhood expressed that over the years, existing land uses on Cerrillos Road have negatively impacted their neighborhoods. A great portion of the neighborhood meeting was dedicated to this discussion. Their issues were not something that the proposed application could control, however, mentioning it herein conveys these concerns to the City.

All documents pertaining to the neighborhood process including City required forms and received neighborhood correspondence are attached. ***(Exhibits G1-56)***

CONCLUSION

Thank you for your consideration of this application for development plan. Please contact Montoya Land Use Consulting, Inc. with questions.

Exhibits A1-2

City Application Form for Development Plan

(date stamp)

DEVELOPMENT PLAN APPLICATION

Parcel Information

Project Name: LA RESOLANA

Address: 1115 Calle la Resolana

Property Size: 2.56 Acres

Current Use of Land: Vacant

Proposed Use of Land: Multi-Family Residential

Does a Rezoning application accompany this application? YES ☐ NO ☒

Are any variances required? YES ☐ NO ☒

Preapplication Conference Date: May 30, 2019

Early Neighborhood Notice (ENN) meeting date: July 9, 2019

Zoning: C-2 General Commercial

Property Owner Information

Name: Santa Fe Civic Housing Authority - Ed Romero, Director
First *Last*

Address: 644 Alta Vista Street
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Applicant/Agent Information (if different from owner)

Company Name: Montoya Land Use Consulting, Inc.

Name: Monica Montoya
First *Last*

Address: 726 Gregory Lane
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: 1115 Calle La Resolana

I/We authorize Montoya Land Use Consulting, Inc. to act as my/our agent to execute this application.

Signed: Ed Romero Date: 10/15/19

Signed: _____ Date: _____

Submittal Checklist (Requirements found in Section 14-3.8 SFCC 1987)

☒ *Six (6) 24"x36" plan sets and one (1) CD are required. Please include the following:*

☒	Letter of Application (intent, location, acreage)	☒	Statement addressing approval criteria	☒	Legal Lot of Record, Legal Description	☒	Development Plan (as defined by Section 14-3.8 SFCC 1987)	☒	Landscape, Parking and Lighting Plan, Signage Specifications
☒	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987)	☒	Traffic Impact Analysis (if required)	☐	Proof of Compliance with Conditions of Annexation Approval (if applicable)	☒	Sewer and Water Plan (including profiles and details)	☐	Phasing Plan (if applicable)
☐	Archaeological Clearance (if applicable)								

Development Plan Submittal Requirements, as defined by Section 14-3.8(C) SFCC 1987:

Applicants for developments that require development plans under this section shall submit plans and other documentation as required by the land use director that show compliance with the applicable provisions of the Santa Fe City Code as provided in Section 14-3.1(C) (Form of Application), including plans that show:

(a) existing conditions on the site and within two hundred (200) feet of the site;
(b) proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
(c) the types, extent and intensity of land uses that are proposed;
(d) proposed modifications to the infrastructure serving the site, including public and private streets, driveways and traffic control measures and utilities;
(e) documentation of compliance with development standards such as required yards, lot coverage, height of structures and open space;
(f) the phases of development, if applicable;
(g) for residential development, a proposal for provision of affordable housing as required by Section 14-8.11 (Santa Fe Homes Program);
(h) a development water budget as required by Section 14-8.13;
(i) for a development plan or final development plan, sufficient detail to clearly show how each applicable development standard is to be met and identify any variance or waiver required;
(j) for a preliminary development plan, sufficient detail to demonstrate the feasibility of meeting all applicable development standards, including an analysis of the type and extent of variances or waivers required, specific requests for which may be included.

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and development plan requirements.

Signature: Monica Montoya Date: 10/16/19

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, you will be contacted by us regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Thank you, and feel free to contact the Land Use Department staff at (505) 955-6585 with any questions.

Revised 12-11-12

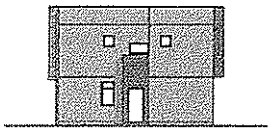
Exhibits B1-5

Architectural Design Points Analysis

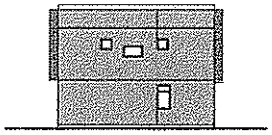
ARCHITECTURAL DESIGN REVIEW (SFCC 14-8.7-2)

LA RESOLANA
October, 2019

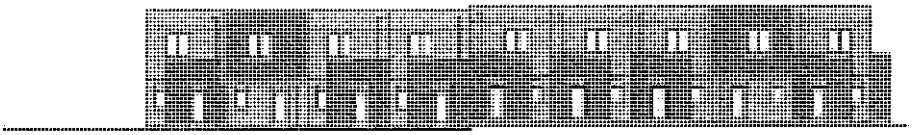
C2 Zone/New Construction: 205 Points Required. 230 points assigned.



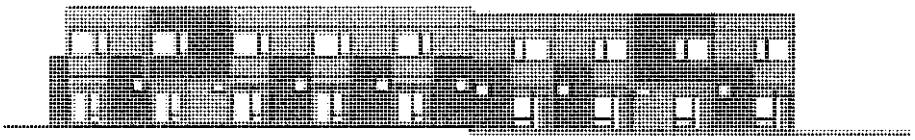
3 (BUILDING A) WEST ELEVATION



4 (BUILDING A) EAST ELEVATION



2 (BUILDING A) NORTH ELEVATION



1 (BUILDING A) SOUTH ELEVATION

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building. 65% stucco and 35% metal.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	The predominant material is an earthtone color.
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	Wall surface areas are monolithic, consistent with window and door openings less than 25% of each individual wall surface area.
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	The project design includes parapets on all buildings which screen the roofs.
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Predominant Material	(A) All surfaces are concealed from public view	20	20	All roof surfaces are concealed from public view by parapets.
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	All roof surfaces are concealed behind parapets
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	Six two story buildings and one community building within the project are strategically placed so as to create the visual effect of offsetting wall planes, shade, and depth. The break up of buildings was desirable over a single large building on the site.
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Windows are recessed 2 or more inches
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	Fenestration does not exceed 50% on any wall surface area
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	All doors and windows are at least two feet from outside building corners.
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing will be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	Roof mounted equipment will be painted to match adjacent surface.
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		
TOTAL POINTS FOR PROPOSED DESIGN			**230**	

Exhibits C1-3

Santa Fe Homes Program Rental Proposal

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this __ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana,* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks Preliminary/Final Development Plan approval.
2. The Property is to be developed as of 45 rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

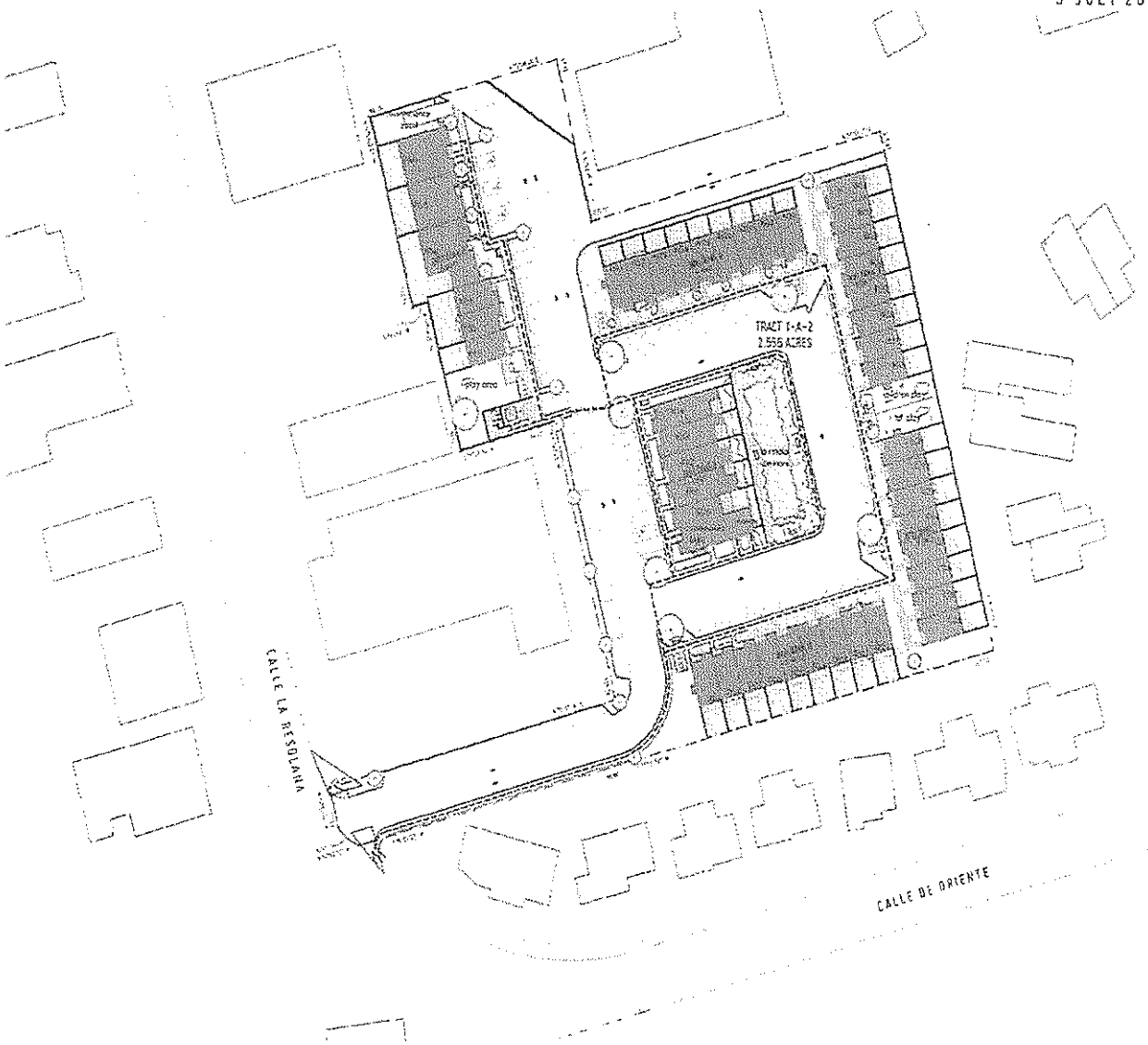
7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 | SITE PLAN

SITE PLAN

LA RESOLANA

SCHEMATIC DESIGN

A001

EXHIBIT I

C3

Exhibits D1-7

Water Offset and Utility Service Applications

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

*Fill in all highlighted fields on this application. Applicant must sign and date application.

Check one only:

- [X] Water Service Technical Evaluation Request
- [ ] Agreement for Metered Service (AMS)
- [ ] Agreement to Construct and Dedicate Public Improvements (ACD)
- [ ] Annexation Application Water Budget
- [ ] Water Offset Program/Water Rights Compliance Evaluation Request
- [ ] Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits_____

Property Uniform Property Code: 10510973020290000000 Existing Well: Yes _____ No X

Legal Description including lot size: TR 1-A-2 PLAT 300/34 T17N R 9E S33 2.403 AC

Short Description of Project: La Resolana Development Plan
45 Multi-family residential dwelling units

Construction Start Date: June 2020

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments): Apartments - Residential
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2"): NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	Total	Total Residential Water Demand	7.20 AFY

REVISED 9-10-09

D1

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: sEPTEMBER 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Watwer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

- **City Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

To obtain sewer service applications for properties outside the Presumptive City limits, please contact the City of Santa Fe Wastewater Division at 955-4650

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

*Fill in all highlighted fields on this application. Applicant must sign and date application.

Check one only:
- ____ Water Service Technical Evaluation Request
- ____ Agreement for Metered Service (AMS)
- ____ Agreement to Construct and Dedicate Public Improvements (ACD)
- ____ Annexation Application Water Budget
- ____ Water Offset Program/Water Rights Compliance Evaluation Request
- X Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

*Required - Attach a Plat of the Property (legal lot of record and proposed development)

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits_____

Property Uniform Property Code: 1051097302029000000 Existing Well: Yes _____ No X

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Short Description of Project: La Resolana Development Plan
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Construction Start Date: June 2020

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*Please fill in all categories below that apply for which water service is requested:

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	Total	Total Residential Water Demand	7.20 AFY

REVISED 9-10-09

D4

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
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____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: August 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

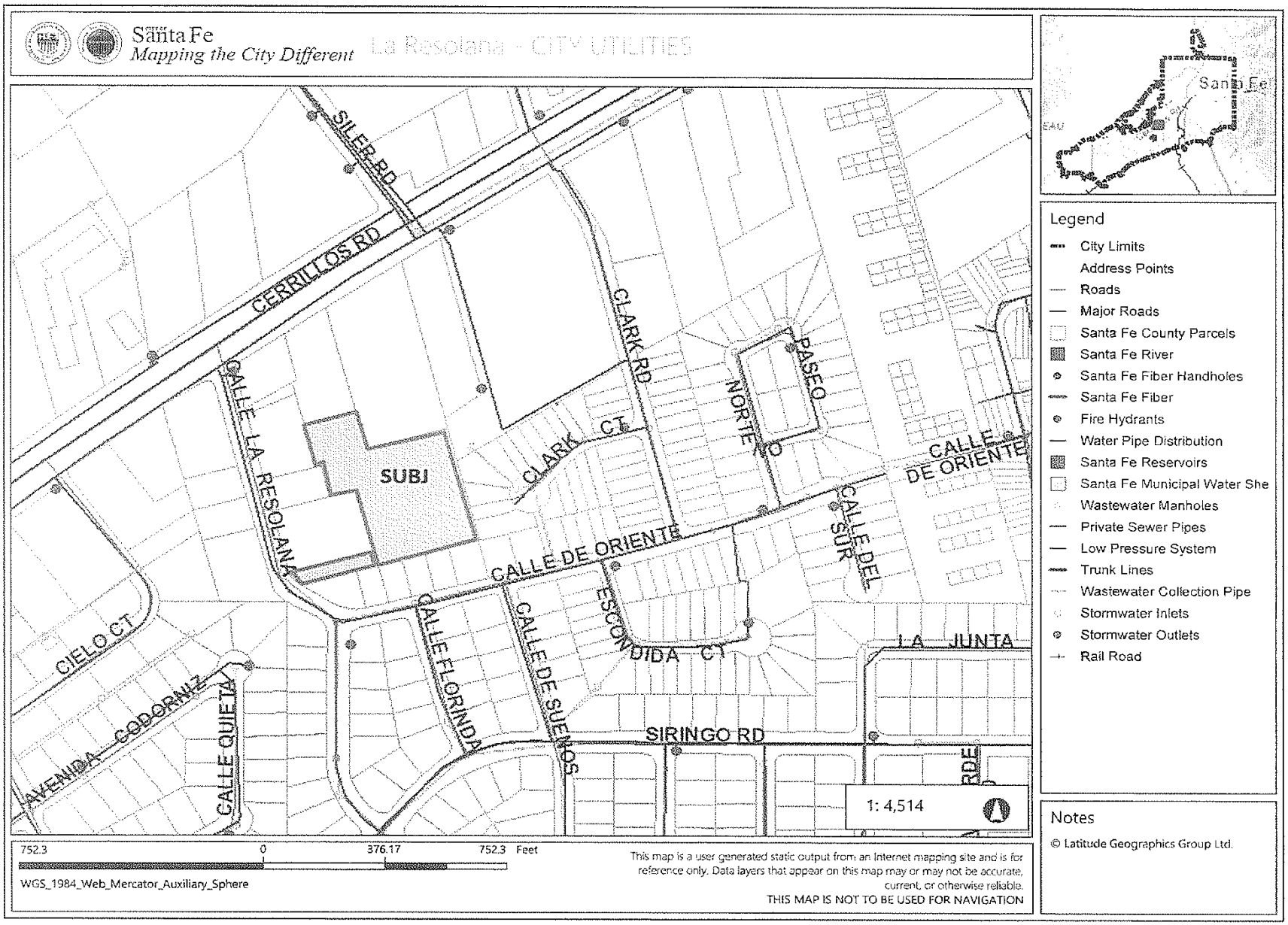
COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Sewer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

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City of Santa Fe
Mapping the City Different
La Resolana - CITY UTILITIES
SILER RD
CERRILLOS RD
CLARK RD
CLARK CT
PASEO NORTE
CALLE DE ORIENTE
CALLE DEL SUR
SUBJ
CALLE LA RESOLANA
CALLE DE ORIENTE
ESCONDIDA CT
CALLE DE SUEÑOS
CALLE FLORINDA
CIELO CT
AVENIDA CODORNIZ
CALLE QUIETA
LA JUNTA
SIRINGO RD
Santa Fe
1: 4,514
752.3
0
376.17
752.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Legend
City Limits
Address Points
Roads
Major Roads
Santa Fe County Parcels
Santa Fe River
Santa Fe Fiber Handholes
Santa Fe Fiber
Fire Hydrants
Water Pipe Distribution
Santa Fe Reservoirs
Santa Fe Municipal Water She
Wastewater Manholes
Private Sewer Pipes
Low Pressure System
Trunk Lines
Wastewater Collection Pipe
Stormwater Inlets
Stormwater Outlets
Rail Road
Notes
© Latitude Geographics Group Ltd.

Exhibits F1-2

Schools Planning

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: LA RESOLANA
2. Location of Property: 1115 CALLE LA RESOLANA
3. Owner/Agent Name: SANTA FE CIVIC HOUSING AUTHORITY

   Mailing Address: 614 ALTA VISTA STREET, SANTA FE NM 87505

   Phone & Fax: (505)412-1016 Monica@mntya.com
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	Unit Quantity	Average Price
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	45	

5. Elementary School Zone for Proposed Development: KEARNY ELEMENTARY
6. Middle School Zone for Proposed Development: MILAGRO MIDDLE SCHOOL
7. High School Zone for Proposed Development: SANTA FE HIGH SCHOOL
8. Build out Rates (Year/s; #/yr): 2020

   Estimated time frame subject to change

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

MONTOYA LAND USE CONSULTING, INC.

July 2, 2019

Ms. Shirley McDougall
Santa Fe Public Schools
Property & Asset Management
2195 Zia Road
Santa Fe NM 87505

SUBJECT: Planning for School Facilities and Operations to Support Proposed Apartment Community

Dear Ms. McDougall,

The purpose of this letter is to respectfully request a formal response regarding the planning for school facilities and operations to support a proposed apartment community with 45 dwelling units. This request is required by the City of Santa Fe as part of the development plan application process.

The apartment community is proposed by the Santa Fe Civic Housing Authority. The project is within the Santa Fe city limits located at 1115 Calle La Resolana on 2.56 acres of vacant land. (A vicinity map and conceptual site plan are attached for your convenience.)

According to the School district map, the responding schools for, elementary, mid-high and high school are Kearny, Milagro Midde School and Santa Fe High School. Is it possible for you to confirm this formally?

I very much appreciate your assistance. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attach: Project Vicinity Map
Conceptual Site Plan
Santa Fe Public Schools Form

726 Gregory Lane, Santa Fe, NM 87505 PH: (505)412-1016 Email: Monica@mntya.com

Exhibits G

Early Neighborhood Notification Reference Documents

EARLY NEIGHBORHOOD NOTIFICATION MEETING

Request for Staff Attendance

Project Information

Project Name: SANTA FE CIVIC HOUSING AUTHORITY

Address: 1115 CALLE LA RESOLANA Parcel Size: 2.5

Zoning: C2 Future Land Use: 12-29 DU/AC

Preapplication Conference Date: MAY 30, 2019

Detailed Project Description: DEVELOPMENT PLAN FOR 45 RESIDENTIAL UNITS

Property Owner Information

Name: Santa Fe Civic Housing Autthority

Address: 644 Alta Vista Street

Phone: (505)412-1016 E-mail Address: monica@mntya.com

Applicant/Agent Information (if different from owner):

Name: Montoya Land Use Consulting, Inc.

Address: 726 Gregory Lane

Phone: (505)412-1016 E-mail Address: monica@mntya.com

Agent Authorization (if applicable):

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize Monica Montoya, Montoya Land Use, Inc. act as my/our agent to execute this application.

Signed: Monica Montoya Date: 6/5/19

Signed: [signature] Date: 6/12/19

Proposed ENN Meeting Dates:

Provide 2 options:	*Preferred Option*	*Alternative*
DATE:	July 27	July 25
TIME:	5:30PM	5:30PM
LOCATION:	GCCC 3221 Rodeo Road Santa Fe, NM	GCCC 3221 Rodeo Road Santa Fe, NM

ENN GUIDELINES

Applicant Information

Project Name: **1115 CALLE LA RESOLANA**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS *For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.*

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the perimiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT *For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.*

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN *For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.*

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN *For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.*

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.*

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.*

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

June 24, 2019

Dear Property Owners and Residents,

The City of Santa Fe Land Development code prescribes for early notification of development applications pursuant to SFCC 14-3.1 (F).

You are invited to attend an Early Neighborhood Notification meeting on Tuesday, July 9, 2019, at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM, to discuss a proposed development plan application for an apartment community with forty five units on 2.55 acres of vacant property located at 1115 Calle la Resolana.

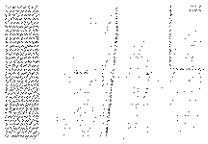
You are receiving this letter if you are a property owner, resident, or neighborhood association within 300 feet of the subject property for the development plan application.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
Email: Monica@Mntya.com
Phone: (505)412-1016



Montoya
Land Use Consulting, Inc.

Submitted March 18, 2020

Planning Commission & City Council
C/O Dan Esquibel, Senior Planner
City Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87505

RE: **REQUEST AMENDMENT OF ORDINANCE 1998-23, CONDITION #5, RELATED TO EMERGENCY ONLY ACCESS RESTRICTION OFF CALLE LA RESOLANA FOR THE PROPERTY LOCATED AT 1115 CALLE LA RESOLANA (FORMALLY KNOWN AS 2900 CERRILLOS ROAD)**

Dear Mr. Esquibel,

Please accept this letter as a revision to the development plan application for La Resolana, a proposed multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM.

This revised application seeks an amendment to Ordinance 1998-23, Condition No. 5, to lift an "emergency only access" restriction to Calle La Resolana which was imposed on the subject property as part of a previous development approval in 1998. This request is made in order to allow for full access to Calle La Resolana for the proposed apartment community.

BACKGROUND AND SUMMARY:

The City Council approved a rezoning to C2, General Commercial and a development plan for a new commercial storage unit facility on the subject property over twenty year ago on June 24th, 1998. The ordinance adopted as part of that application, (Ordinance 1998-23), created a condition which restricted use of Calle La Resolana to emergency only access for the storage unit facility. Subsequently, the storage unit facility was never built and the development plan expired, but, the C2 zoning remained with the property and because the access restriction was tied to the zoning, it became a condition affecting future development.

Twenty years later, in 2019, the Santa Fe Civic Housing Authority, (SFCHA), acquired the property for a proposed housing community. A development plan application was submitted for Planning Commission review and through the application process, the access restriction was revealed and staff determined that the City Council would need to to amend the ordinance.

As a result, the development plan application has been revised to include this request to amend Ordinance 1998-23, Condition #5 to allow full access of Calle La Resolana for the proposed housing community.

726 Gregory Lane, Santa Fe, NM 87505, Ph: (505)412-1016, Email: Monica@Mntya.com

Current Access Alternatives:
As part of the current development plan application, potential alternatives for acceptable full access other than Calle La Resolana was considered by SFCHA with no success primarily because adjacent properties are fully developed, do not meet SFCC standards for full access without variances, adjacent owners are uninterested in dedicating their land for the project, or are not suitable for a housing community. This exercise did present an emergency access to the north via the Days Inn Hotel property, with a emergency gate. As such, the project design accomodates emergency access to the north. With that, the access design includes full access to Calle La Resolana, and emergency access via an easement through the Days Inn Hotel property to the north.

The subject property is essentially land locked with the exception of the proposed full access off Calle La Resolana. It appears that Calle La Resolana was intended to serve as full access to the parcel via a City approved plat which depicts the driveway as part of the subject property acreage, not an easement. The subject property is a flag lot with the access driveway connecting the parcel to Calle La Resolana.

SFCC Criteria:

Section 14-3.5 sets forth criteria for rezoning. While this application does not pursue a rezoning, it proposes an amendment to a condition of a previous rezoning approval. Nevertheless, we propose that the amendment meets rezoning criteria:

REZONING CRITERIA (Section 14-3.5)

(C)(1)(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

Applicant Response: We propose that Condition #5 of the Ordinance was intended for a commercial development application twenty years ago. It is possible that circumstances surrounding that specific development application do not exist today, or apply to a residential use application such as the one proposed. The current application complies with SFCC development design requirements for a residential development.

(b) all the rezoning requirements of Chapter 14 have been met;

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, the access design is subject to Chapter 14. Additionally, the application satisfies Chapter 14 requirements for residential development including all design criteria for use, parking, lot coverage ratio, height, landscaping, setbacks, density, terrain management, and access.

(c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;

Applicant Response: We propose that applicable policies regarding appropriate access to development of the General Plan are met as proposed.

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and

Applicant Response: We propose that full access to Calle La Resolana is sufficient and appropriate for residential use. The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses in the immediate area with access off Calle La Resolana..

(e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic. The project has access to existing

public facilities including city water and sewer, electricity, cable, internet, parks, pedestrian parks, and schools.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

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Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, we propose that the character of a residential community would be less intense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

(D) Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

(2) If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Applicant Response: The applicant will contribute fees to supplement City funding efforts to improve existing infrastructure such as streets, parks, police and fire services.

Early Neighborhood Notification:

An ENN meeting for the Ordinance Amendment request was held on Monday, March 9th, at 5:30, at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed amendment was presented to neighbors. This meeting was the second meeting related to the La Resolana proposal. The meeting was well attended. The major issue of concern related to traffic on Calle La Resolana resulting from speeding cars and cut through traffic.

PROPOSED ACTION:

We ask the City Council to amend Ordinance 1998-23, Condition #5, to allow full access to Calle La Resolana and consider the following:

1. The proposed full access meets design standards of SFCC.
2. The proposed full access satisfies traffic design standards.
3. The proposed full access is the only acceptable alternative based on the properties location and access options.

Additionally, we propose that traffic generated by the residential community will have less of an impact on the existing street network than that generated by a high density commercial use which is allowed by the C2 zone.

We appreciate your consideration of the proposed ordinance amendment. Pertinent information is attached. I am available to meet at your convenience.

Sincerely,

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Attachments: City Application,
Ordinance 1998-23,
City Council Minutes, June 24, 1998
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SITE PLAN
SITE KEY:
SITE KEY NOTES:
SITE ACCESSIBILITY NOTES:
SITE GENERAL NOTES
PROJECT ADDRESSING
CALLE DE ORIENTE
CALLE LA RESOLANA
TRACT 9-A-2
2.592 ACRES
La Resolana Commons



Montoya
Land Use Consulting, Inc.

La Resolana
Case 2020-1994
Ordinance Amendment

Submitted March 18, 2020

Planning Commission & City Council
C/O Dan Esquibel, Senior Planner
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Attachments: City Application,
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Early Neighborhood Notification Documents

726 Gregory Lane, Santa Fe, NM 87505, Ph: (505)412-1016, Email: Monica@Mntya.com

(date stamp)

ORDINANCE AMENDMENT

~~REZONING~~

APPLICATION

14-3.5

Parcel Information

Project Name: La Resolana Property Size: 2.56 Ac

Address: 1115 Calle La Resolana

Current Zoning: C2, General Commercial Proposed Zoning: N/A

Does a Development Plan application accompany this application? YES ☒ NO ☐

Preapplication Conference Date: May 30, 2019 UPC Code Number:

Early Neighborhood Notice (ENN) meeting date: Monday, March 9, 2020

Property Owner Information

Name: Santa Fe Civic Housing Authority - Ed Romero Director
First *Last*

Address: 644 Alta Vista Street
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412 1016 E-mail Address: monica@mntya.com

Applicant/Agent Information (if different from owner)

Company Name: Montoya Land Use Consulting, Inc.

Name: Monica Montoya
First *Last*

Address: 726 Gregory Lane
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412 1616 E-mail Address: monica@mntya.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize Montoya Land Use Consulting, Inc. to act as my/our agent to execute this application.

Signed: Ed Romero by Monica Montoya Date: 3/18/2020

Signed: Date:

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, we will contact you regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Please contact the Land Use Department staff at (505) 955-6585 with any questions.

Submittal Checklist (Requirements found in Section 14-3.5 SFCC 1987)

Six (6) 24"x36" or 11"x17" scalable plan sets and 1 CD with a PDF copy are required. Submittal requirements may vary based on the individual application and the requested zoning district. The City reserves the right to request additional information at any time during the review process. See Section 14-4 and 14-5 SFCC 1987 for rezoning regulations related to specific zones. Please include the following and check box to indicate submittal:

☒	Letter of Application (intent, location, acreage)	☐	Narrative addressing approval criteria (see below)	☒	Legal Lot of Record, Legal Description	☐ Development Plan (see Section 14-3.8 SFCC 1987) ☐ No Development Plan	☐ Landscape, Parking and Lighting Plan, Signage Specifications
☐	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987)	☐	Traffic Impact Analysis (if required)	☐	Archaeological Clearance (if applicable)	☐ Sewer and Water Plan (including profiles and details), letter of availability (if applicable)	☐ Phasing Plan (if applicable)

Rezoning Approval Criteria, Sections 14-3.5(C) and (D) SFCC 1987

(C) Approval Criteria

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

(a) one or more of the following conditions exist:
  (i) there was a mistake in the original zoning;
  (ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
  (iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

(b) all the rezoning requirements of Chapter 14 have been met;

(c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and

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Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: Monica Montoya Date: 3/23/20

Updated 12-12-12

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 1998-23

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE; CHANGING THE CLASSIFICATION OF A CERTAIN AREA FROM ITS PRESENT DESIGNATION AND CLASS OF RM-1 TO C-2; APPROVING A PRELIMINARY DEVELOPMENT PLAN AND ADOPTING CONDITIONS OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE. PROPERTY LOCATED AT 2900 CERRILLOS ROAD OFF THE CALLE LA RESOLANA BEHIND THE PARK INN HOTEL. (SOMERSET STORAGE REZONING, CASE NO. ZA 1998-4).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The following area which is restricted to the classified as RM-1 is now restricted to and reclassified as C-2.

PROPERTY DESCRIPTION, TRACT 1-A-2.

A tract of land lying within Section 33, T17N, R9E, N.M.P.M. Santa Fe, New Mexico; more particularly described as follows:

Beginning at the southwest corner of herein described tract, from whence a brass cap marked, SC, P.C. 410, L2, C3, S.33, bears S 71°07'40"W, 269.88'; thence from said point N 14°52'02"W, 208.72'; thence S 75°07'58"W, 69.01'; thence N 14°52'02"W, 90.01'; thence S 75°07'58"W, 10.99'; thence N 14°52'01"W, 115.19'; thence N 75°07'43"E, 135.11'; thence S 14°50'55"E, 97.98'; thence N 75°07'43"E, 210.69'; thence 14°45'00"E, 315.97'; thence S 75°08'01"W, 265.11' to the point of

beginning, containing 2.403 acres, more or less as shown on a plat prepared by Gary G. Dawson N.M.P.L.S. 7014 Fiesta Brehm Partners in May 1992.

Section 2. The official zoning map of the city of Santa Fe adopted by Resolution No. 1981-6 is amended to conform to the change of zoning classification for the property set forth in Section 1 of this Ordinance.

Section 3. The conditions of approval attached hereto and referenced herein as "Exhibit A" are hereby adopted as conditions of approval that run with the land and bind the property.

Section 4. This Ordinance shall be published one time by the title and general summary and shall become effective five days after such publication.

Section 5. The rezoning action with respect to the property affected by this Ordinance is subject to the time restrictions set forth in Section 14-9.19 SFCC 1987.

PASSED, APPROVED AND ADOPTED this 24th day of June, 1998.

Larry A. Delgado

LARRY A. DELGADO, MAYOR

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Mark A. Basham

MARK A. BASHAM, CITY ATTORNEY

Exhibit A
Ordinance No. 1998-23

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be dedicated to the City and affected utility companies. The plat shall be filed prior to issuance of any construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge[east of the Park Inn on Cerrillos Road] and the Park Inn. Plans for this modification shall be reviewed and approved by the City Traffic Engineer, and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan including all site improvement drawings and off-site traffic mitigation construction drawings shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer, and shall comply with all applicable City codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC 1987.

9. The project shall conform with the new lighting Ordinance.

Councilor Montaño proposed a friendly amendment, which was accepted, that this issue would be reviewed in one year to see what the revenues were and to reconsider rates at that time.

The amendment was accepted as friendly.

Councilor Montaño stated that he would vote against the ordinance. He said he understood this to be a state-of-the-art golf course that out-of-town players would be interested in using regardless of the rates, and so he felt resident rates should have been left at $21 for weekends and non-resident rates raised from $45 to $51.

Mayor Delgado stated that this golf course would be as competitive as any golf course in the Southwest. He said he also felt staff's recommended fees were appropriate in relationship to surrounding golf courses, and also preferred to think that the city "got it right the first time instead of going back to the people in one year and saying we've got to raise it."

The ordinance, as amended, passed on the following Roll Call vote:

For: Councilor Whitted; Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Martinez; Councilor Moore; Councilor Sanchez.

Against: Councilor Montaño.

Councilor Bushee also asked that a senior rate be considered in a year as well.

CONSIDERATION OF BILL NO. 1998-21; ADOPTION OF ORDINANCE NO. 1998-23

Case #ZA 1998-4. Somerset Self-Storage Rezoning and Development Plan. (Formerly Case #ZA 1982-28, Villa de las Arboles RM-2 Zoning Rescission). Pacific Santa Fe Properties, LP, Requests Rezoning of 2.884± Acres From RM-2 (Multi-Family Residential) to C-2 (General Commercial) and Requests Approval of a Development Plan for a Self-Storage Complex. The Property is Located at 3695 Cerrillos Road Behind the Fort Inn Hotel.

Planner Greg Smith addressed the Council as follows: "This property was previously approved for a 34-unit condominium project known as

the Los Arboles project. The applicant came back to the Council on that project and asked that the conditions be amended. The Council declined to amend those conditions. The applicant then came back to the Council and asked to have the RM zoning rescinded and to have C-2 zoning restored. The Planning Commission recommended approval of that request. The Council noted some concerns primarily related to access to Calle la Resolana, and requested that the applicant work with the staff and the Commission to revise the application. So that is the case that is before the Council tonight -- the revised request for rezoning from RM multi-family residential zoning on this parcel to go back to C-2. This time, the applicant has amended the request to include a development plan which would provide for the construction of individual storage units on this property.

"The primary access to the revised project, to the storage unit project, would be via a common driveway across the Park Inn property from Cerrillos. Access to Calle la Resolana would be retained for emergency access only. The Council adopted various traffic mitigation measures when they reviewed the condominium project, and several of those conditions are carried forward as conditions of approval for the rezoning and development plan approval that the applicant is requesting tonight.

"Our staff report addresses various aspects of this project, but concludes that, in general, the community impacts of this project will be comparable to or less than the impacts that were associated with the previous condominium project. We've noted in the staff report that the project appears to comply with the various General Plan and zoning regulations criteria for rezonings, and we are recommending approval of the project subject to the conditions as recommended by the Planning Commission."

Those conditions were:

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be to the approval of the affected utility companies and city staff, and the plat shall be filed prior to issuance of any

construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge (east of the Park Inn on Cerrillos Road) and the Park Inn. Plans for this modification shall be reviewed and approved by the city traffic engineer and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Sandaria will be controlled and have limited access during the construction period and will be limited to emergency usage thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan, including all site improvement drawings and off-site traffic mitigation construction drawings, shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer and shall comply with all applicable city codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC.

9. The project will conform to the new lighting ordinance.

There were no persons wishing to address the Council either for or against this proposal.

Councilor Chavez moved for approval. The motion was seconded by Councilor Moore.

Councilor Chavez said he had opposed this project "since day one" because of concerns about ingress and egress on Calle la Resolana, but in this instance felt the developer had "jumped through a number of hoops" in addressing the concerns of the neighborhood and members of the Governing Body.

Councilor Chavez commented that he was concerned that the applicant could not have signage on Cerrillos Road. He said this "boggled the mind."

Mr. Smith explained that existing sign regulations prohibited off-premises advertising. He said the Planning Commission directed staff to initiate an amendment to the regulations to provide an exception for circumstances such as this, and that amendment should go before the Council this fall.

Councilor Chavez pointed out, however, that the ingress-egress to Cerrillos Road was contiguous to the property, so it did not make sense to him that there could not be signage directing drivers to the storage units.

Mr. Smith explained that the applicant did not own the property fronting Cerrillos Road, and Councilor Chavez asked why the applicant could not simply approach the property owner and ask for permission to place the sign there. Mr. Smith responded that the goal of the sign regulation was to reduce sign clutter, and that included off-site signs.

Councilor Chavez said he had trouble with the term "off-site signs," because he did not think there was a definition for it. He stated, "This signage thing really has no bearing as far as I'm concerned. I think it really meets the intent of the ordinances that we have." He said he would drop this issue for now, but wanted his remarks on the record.

Councilor Moore asked Mr. Smith if he understood correctly that there was actually more neighborhood opposition to the idea of the condos than there was to the idea of this commercial use, and Mr. Smith said there was considerable testimony in the record to that effect.

Councilor Moore said, "It frankly amazes me that anyone would prefer a self storage facility next to their home versus housing, but if that's what the neighborhood wants....I just find them really dead, scary places....but you're right, they don't generate much traffic."

Owner John Coelho was duly sworn. He stated that all of the conditions were acceptable and he had no problems with any of them.

Responding to questioning from Mayor Delgado, Mr. Smith said staff would advise the Planning Commission that any major changes to the development plan would require City Council review and approval.

Councilor Montaño asked Mr. Smith to inform the City Council if there were any changes whatsoever to the development plan, and Mayor Delgado said he thought that "a legitimate request."

Councilor Martinez asked how condition #5 would be monitored.

Mr. Smith responded that staff would require that appropriate signage be installed. He said the condition would be monitored by zoning enforcement staff, but noted that staff did not have an ongoing enforcement program where annual checks were done of each rezoned property in the city. He commented, however, that staff was "fairly observant" about such things and also stated that complaints from residents would be responded to.

Referring to condition #5, Councilor Montaño asked what constituted "emergency usage" and Mr. Smith responded, "Staff would understand that to mean that the gate would be locked at all times except when there was an emergency, at which point the lock would be cut or the Fire Department or ambulance services or Police Department would have keys to go through."

The ordinance was adopted with the following Roll Call vote:

For: Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Montaño; Councilor Sanchez; Councilor Whitted.

Against: Councilor Martinez.

Abstaining: Councilor Moore.

ENN GUIDELINES

3-9-2020

AMENDED

Applicant Information

Project Name: **LA RESOLANA / 1115 Calle la Resolana**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

La Resolana is a proposed apartment community with 45 residential units on 2.556 acres zoned C2, General Commercial. The C2 zone permits general commercial uses such as those on Cerrillos Road. The C2 zone also permits multi-family residential uses. We propose that the character of residential use is more appropriate than commercial use for the site and will be less dense in general and more suitable as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.*

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

The project is within close proximity to many amenities which positively impact a balanced neighhorhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to the area.

(k) EFFECT ON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.*

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

REVISED NOTICE

February 21, 2020

Dear Property Owners and Residents,

A new date has been set for a neighborhood meeting to discuss the La Resolana project for **MONDAY, MARCH 9, 2020 at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.** The meeting is to discuss an amendment to Ordinance 1998-23 Condition #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consisting of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, tenant, or neighborhood association within 300 feet of the subject property for the development application according to City and County data.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
On behalf of Santa Fe Civic Housing Authority
Email: Monica@Mntya.com
Phone: (505)412-1016

NOTE: Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the Land Use Department (505) 955-6820, 5 days prior to the hearing or meeting date.

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Elizabeth Alarid	2838 Calle De Oriente	
☐	2	Curtis Landy	2838 Calle De Oriente	CL: zricko@hotmail
☐	3	Rod Hasson	2830 Calle de Oriente	RodHASSON@Yahoo.
☐	4	Pat Barrett	3842 Calle [illegible]	S= 87507 S= NM
☐	5	Douglas Tauchid	2642 Calle [illegible]	S= 87507 S= NM
☐	6	Marcella Ariego	2907 Calle de Oriente	Mariego@comcast.net
☐	7	Nellie Yardman	1112 Calle La Resolana	SFE NM
☐	8	Ilma M Dassaru	1107 Calle Florinda	
☐	9	Jeanette Martinez	1104 Calle La Resolana	jeanette.martinez0414@gmail.com
☐	10	Rod Hasson Sr.	1490 Clark Rd.	CRHASSON@AOL
☐	11	Mark Miera	1111 Calle la Resolana	miera.mark@yahoo.com
☐	12	Sonya Miera	1111 Calle la Resolana	srmiera@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Chris Sprott	1501 Calle Del Sur	vlurrg@gmail.com
☐	2	WALLACE HAYNES	2832 CALLE DE ORIENTE	
☐	3	Joseph Roy Pdl	1107 Calle La Sombra	
☐	4	Francesca Kartas	2863 Calle de Oriente	FKARTAS@gmail.com
☐	5	CARMELA BRANSFORD	2878 CLARK COURT	Carmela Bransford
☐	6	Jennifer Mueve	1111 Calle La Resolana	
☐	7	Stella Sacoman	1107 Calle La Resolana	
☐	8	Judith Weissmueller	1487 Clark Rd SF 87507	Eatonsong@aol.com
☐	9	Mary Ellen Underwood	1572 Escondida SF 87507	Mundercw@cybermesa.com
☐	10	David Jondreau	995 Camino Consuelo	david@jondreau.net
☐	11	BARBARA Higgins	1433 Paseo Norteno Santa Fe	bachgs@gmail.com
☐	12	Walter Jenson	1120 Calle La Resolana	

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Daniel B. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MICHAEL GOMEZ	1599 S. ST. FRANCIS DR	MGOMEZ@SANTAFEENGINEERING.com
☐	2	Frank Romero	1104 Calle La Resolana	frankdelphy3438@gmail.com
☐	3	Delphy Romero	" " " "	
☐	4	ANDREW KERR	2852 CLARK CT SFN	andrew.kerr@sfcc.edu
☐	5	LINDA LWESSMAN	1104 Calle Florinda	wildrewolf@yahoo.com
☐	6	WAYNE VIGIL	1032 Calle La Resolana	
☐	7	Hazeldine Romero	2732 Paseo De Tranquila	hazeldinerg@aol.com
☐	8	Kevin O'Brien	1101 Calle de Suenos	obrien701@yahoo.com
☐	9	Maile Blackburn	2862 Clark Court	mailebluckburn@gmail.com
☐	10	Glenn Wohl	1106 Calle de Suenos	
☐	11	LeRoy (Mac) Sanchez	1109 Calle De Suenos	
☐	12	Linda Ingraham	1498 Clark Rd	ingraham.linda@gmail.com

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Scot Ricker	2867 Clark Ct	Scotricker@gmail.com
☐	2	Michael Lawrence	1557 Escondida Cir	Septuagenta6@aol.com
☐	3	Tahamo Lee	1501 Calle del SW Santa Fe NM 87507	
☐	4	Alexander Kerr	2858 Clark Ct	akerr1230@gmail.com
☐	5	DAMON LAEMMLE	1459 Clark Rd	damon.laemmle@hotmail.ca
☐	6	Rick Martinez	785 Mesilla	morgmartinez@yahoo
☐	7	Priscilla Gutierrez	1478 Clark Rd	preggiewhiz@outlook.com
☐	8	Michele Laemmle	1475 Clark Ld	NON
☐	9	ARMANDO DONQUIS	1008 calle de sueños	omyfriend@gmail.com
☐	10	~~Lydia Lopez~~	~~2417 Calle Primera Loma~~	~~lydia.lopez@yahoo.com~~
☐	11	MAUREEN HILL	1471 CLARK RD	MAUREEN HILL - MAX4U@GMAIL.COM
☐	12	Sarah O'Brien	1101 Calle de Sueños	obriensarah1@gmail.com

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Daniel A. Esquibel
Printed Name of City Staff in Attendance

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3-9-20
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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Jacqueline Romero	1104 Calle La Resolana Sfnm 87507	
☐	2	Kishan Poshiya	2900 CERRILLOS.	
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

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Daniel A. Esquivel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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SITE KEY:

- NEW BUILDING
- EXISTING BUILDINGS
- NEW CONCRETE SIDEWALKS ADA PARKING AND/OR PATIOS. 5% MAX. DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE
- NEW ASPHALT AND BASE COURSE, SEE CIVIL
- NEW MASONRY YARDWALL, INTREGRAL COLOR BLOCK, SEE CIVIL
- NEW PHYSICALLY ACCESSIBLE DWELLING UNIT
- NEW HEARING/VISION ACCESSIBLE DWELLING UNIT
- ADA ACCESSIBLE ROUTE

SITE KEY NOTES:

1. PROPERTY LINE
2. EXISTING FENCE OR YARDWALL
3. EXISTING UTILITY EASEMENT
4. EXISTING ACCESS AND UTILITY EASEMENT
5. EXISTING ASPHALT DRIVE AND PARKING
6. TOWNHOUSE BUILDING, 2 STORY
7. PARKING AREA, ASPHALT, SEE CIVIL
8. CONCRETE SIDEWALK, 4" T. SLOPE 5% MAX DIRECTION OF TRAVEL AND 2% CROSS SLOPE
9. ADA SIDEWALK RAMP, CONCRETE, SEE DETAILS
10. VEHICLE ACCESS DRIVEWAY, ASPHALT, WITH VARIES SEE DIMENSIONS
11. FENCE, 3'0 H. METAL. SEE DETAIL 1/DP0005
12. USPS MAIL AND PARCEL BOX, SEE 9/A_0091 W/ 8" CMU COLOR HONED ENCLOSURE, SEE DETAILS
13. MONUMENT SIGN, " LA RESOLANA" AND "1115" AND HUD , SEE DETAIL 11 /DP0016
14. VEHICLE GATE, 6'0 H. METAL, ROLLING OR SWINGING ELECTRIC OPERATOR W/ FIRE DEPARTMENT KNOX STROBE SENSOR
15. YARDWALL, 8'0 H. RETAINING, MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
16. YARDWALL, 6'0 H. MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
17. ADD 2'0 TO EXISTING YARD WALL, 8'0 COMPLETED HEIGHT
18. TRASH AND RECYCLING ENCLOSEURE, 6'0 H. MASONRY, STUCCO
19. BIKE RACK, SEE DETAIL 2 AND 3/DP0015
20. CONCRETE WHEEL STOP, SPIKE TO PAVING
21. REPAIR EXISTING ASPHALT PAVING IF DAMAGED DURING INSTALLATION OF NEW DRIVEWAY
22. OPEN SPACE, SEE SHT DP02 FOR ALL REQUIREMENTS
23. PONDING AREA, SEE CIVIL FOR ALL REQUIREMENTS
24. ADA PARKING SIGNAGE, SEE DETAIL
25. BENCH, ADA ACCESSIBLE
26. 15'0 SETBACK
27. FIRE RISER ROOM W/ FIRE DEPARTMENT CONNECTION
28. STOP SIGN
29. SIDEWALK CULVERT, CONCRETE, WITH METAL TURN-PLATE COVER
30. YARDWALL, 3'0 H. MASONRY, HONED FACE BLOCK, SEE DETAILS

SITE ACCESSIBILITY NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANSI A117.1-2003 REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1/20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1/48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WITH ANSI A117.1-2009 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY EHAT STANDARD.

ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1/12 OR 8% SLOPE.

PARKING SPACES AND ACCESS AISLES ADJACENT TO PARKING SPACES SHALL BE LEVEL WITH A CROSS SLOPE NOT IN EXCESS OF 1/48 OR 2% SLOPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ESTABLISHED GRADE POINTS AND FOR DESIGNING AND CONSTRUCTING PAVEMENT SECTIONS TO MEET SLOPE REQUIREMENTS AS ESTABLISHED ABOVE.

DETAILS OF RAMPS AND RUNS ARE APPROXIMATE AND ARE BASED ON OBSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COMPARING ACTUAL GRADES TO THE PROPOSED SCHEMATIC DESIGN. CONTRACTOR'S TEAM SHALL INFORM THE ARCHITECT OF DEVIATIONS AND SHALL COORDINATE REVISED RAMP AND ACCESS LAYOUTS AND ELEVATIONS WITH THE ARCHITECT.

SITE GENERAL NOTES

A. REFER TO ALL SHEET FOR ALL REQUIREMENTS
B. SEE REFERENCE SHEETS (S.0001-S.0007) FOR ALL REQUIREMENTS AND ADDITIONAL INFORMATION
C. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
D. BUILDINGS TO MEET ALL LEED PLATINUM AND ENERGY STAR REQUIREMENTS
E. REFER TO INDIVIDUAL UNIT PLANS FOR ALL REQUIREMENTS. UNITS MAY BE FLIPPED OR MIRRORED
F. ALL DIMENSIONS ARE TO THE CENTERLINE BETWEEN UNITS OR TO THE OUTSIDE FACE OF FRAMING OR CONCRETE
G. MEETES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS ARE DESCRIBED ON THE SUBDIVISION PLAT AS ARE NOT AREAS, ALL AS INCLUDED HEREIN
H. ALL BUILDINGS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN WITH ACTUAL SIZE AND SHAPE OF EACH STRUCTURE CONTAINED WITHIN THE HEREIN DEFINED BUILDING ENVELOPES, INCLUDING WALLS AND FENCES, SUBJECT TO APPLICABLE BUILDING PERMIT REQUIREMENTS.
I. BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
J. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
K. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1
L. AN APPROVED WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS IFC 1412.1
M. ALL SITE LANDSCAPE AREAS TO BE COVERED W/ WEED BARRIER + GRAVEL OR MULCH, SEE LANDSCAPE PLANS
N. REVIEW SOIL REPORT PRIOR TO ANY SITE WORK, "SAN ISIDRO APARMENTS" AMEC PROJECT # 8-517-00019, DATE APRIL 4, 2008
O. GROUND SURFACE SHALL BE SLOPE AWAY FROM BUILDING 4% MIN
P. ALL SITE BENCHES TO MEET ANSI A117.1, SECTION 903

PROJECT ADDRESSING

	1115 CALLE LA RESOLANA , SANTA FE, NEW MEXICO 87505					
	BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F
45 UNITS	A01	B01	C01	D01	E01	F01
	A02	B02	C02	D02	E02	F02
	A03	B03	C03	D03	E03	F03
	A04	B04	C04	D04	E04	F04
	A05	B05	C05	D05	E05	F05
	A06	B06	C06	D06		F06
	A07	B07	C07	D07		
	A08	B08	C08	D08		
	A09			D09		

1 SITE PLAN
A001

SCALE: 1" = 30'0

N

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION:

SHEET TITLE:
SITE PLAN

LA RESOLANA
1115 CALLE LA RESOLANA , SANTA FE , NEW MEXICO 87505

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.490.5898 email TOM@THOMASGIFFORD.COM

© thomas gifford architect, llc 2019

A001

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La Resolana
Case 2019-1149
Development plan

LA RESOLANA

Apartment Community

Development Plan Application

~~Submitted October 21, 2019 for December 5, 2019 Planning Commission Review~~

Resubmitted March 23,2020 for May 7, 2020 Planning Commission Review

Owner/Developer:

Santa Fe Civic Housing Authority
644 Alta Vista Street
Santa Fe, NM 87505

Project Team:

MONTOYA LAND USE CONSULTING, INC.
Monica Montoya

THOMAS GIFFORD ARCHITECT

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
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tele: 505.255.7802 fax: 505.255.7662

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Exhibits B1-5 Architectural Design Points Analysis
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TRAFFIC STUDY UNDER SEPARATE COVER

I. APPLICATION SUMMARY & PROJECT OVERVIEW

This application seeks **DEVELOPMENT PLAN** approval for a new multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM. ***(Exhibits A1-2).*** Said application is made pursuant to SFCC 14-3.8(B)(3)(b) which requires development plan approval for projects with a gross floor area of ten thousand square feet or more in a C-2, General Commercial zone district and within two hundred feet of a residential zone district.

This application is submitted on behalf of the Santa Fe Civic Housing Authority, (SFCHA) which is a local entitiy providing affordable rental housing at various locations throughout the Santa Fe community for families, the elderly and those with disabilities to name a few. The proposed housing community will add to their housing inventory and increase opportunities for additional affordable housing in Santa Fe. The SFCHA intends to build a housing community which area residents will be proud of.

La Resolana will be a housing community primarily for families with children. The units will be a mix of two and three bedroom floor plans. La Resolana is a 2019 NM MFA LIHTC 9% award winner and will conform with all of the provisions and requirements for a MFA Mandatory Design Standards for Multi-family Housing for New Construction.

The subject property is located to the south and east of the intersection of Cerrillos Road and Calle la Resolana. The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

The vicinity map on the following page depicts major intersections and the road network within ½ mile radius of the subject property.

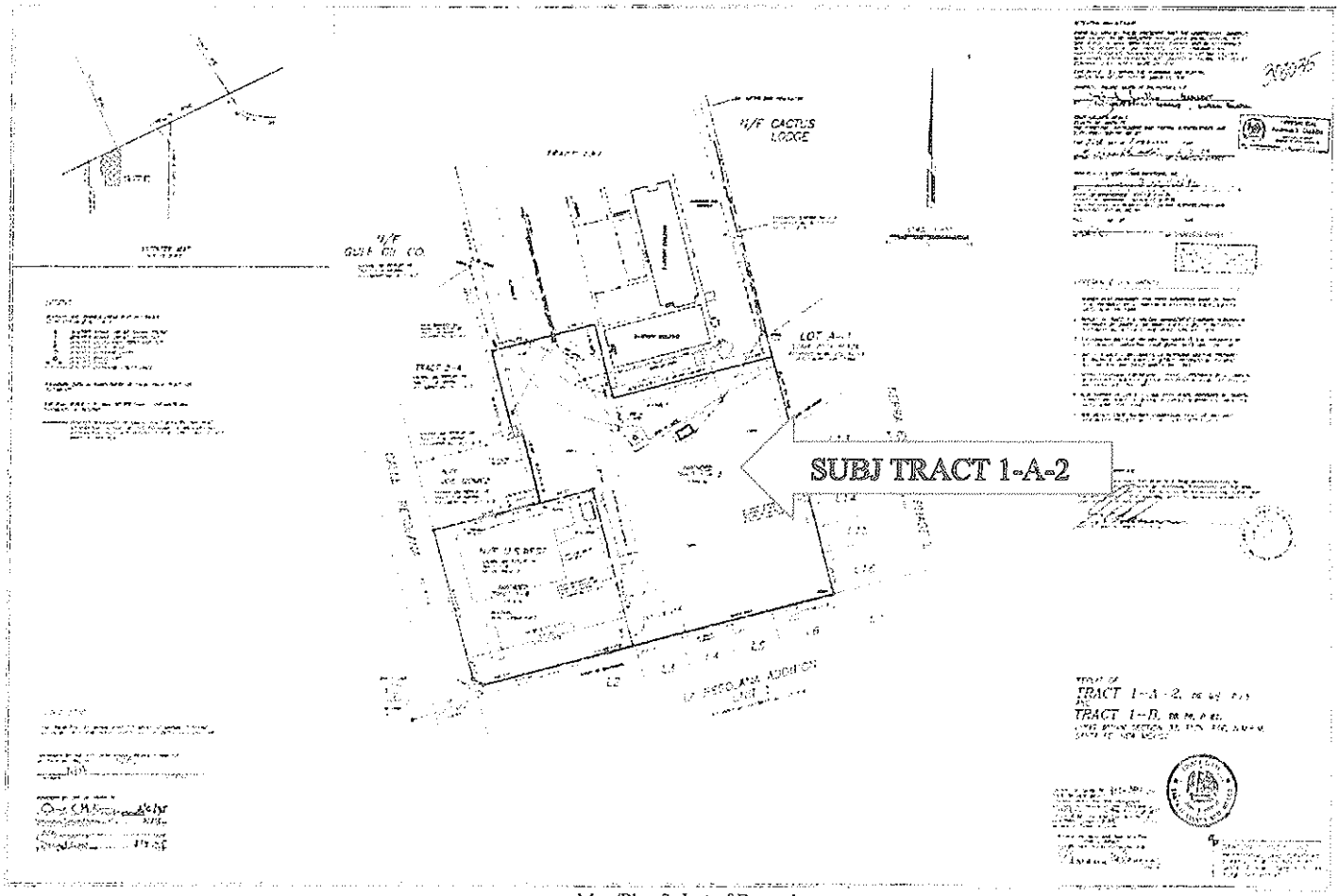
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Map/Plan 1: Project Vicinity Map and Area Context

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LEGAL LOT OF RECORD: The property is part of a legally recognized subdivision named Replat of Tract 1-A-2 and Tract B, approved by the City in March of 1995 and recorded as document number 901-384 on April 18, 1995 as Book 300, Page 035. The subject tract, 1-A-2, contains 2.56 acres according to City data and depicted below for illustration purposes. A more legible version of the subdivision plat is included as an exhibit at the end of this report.



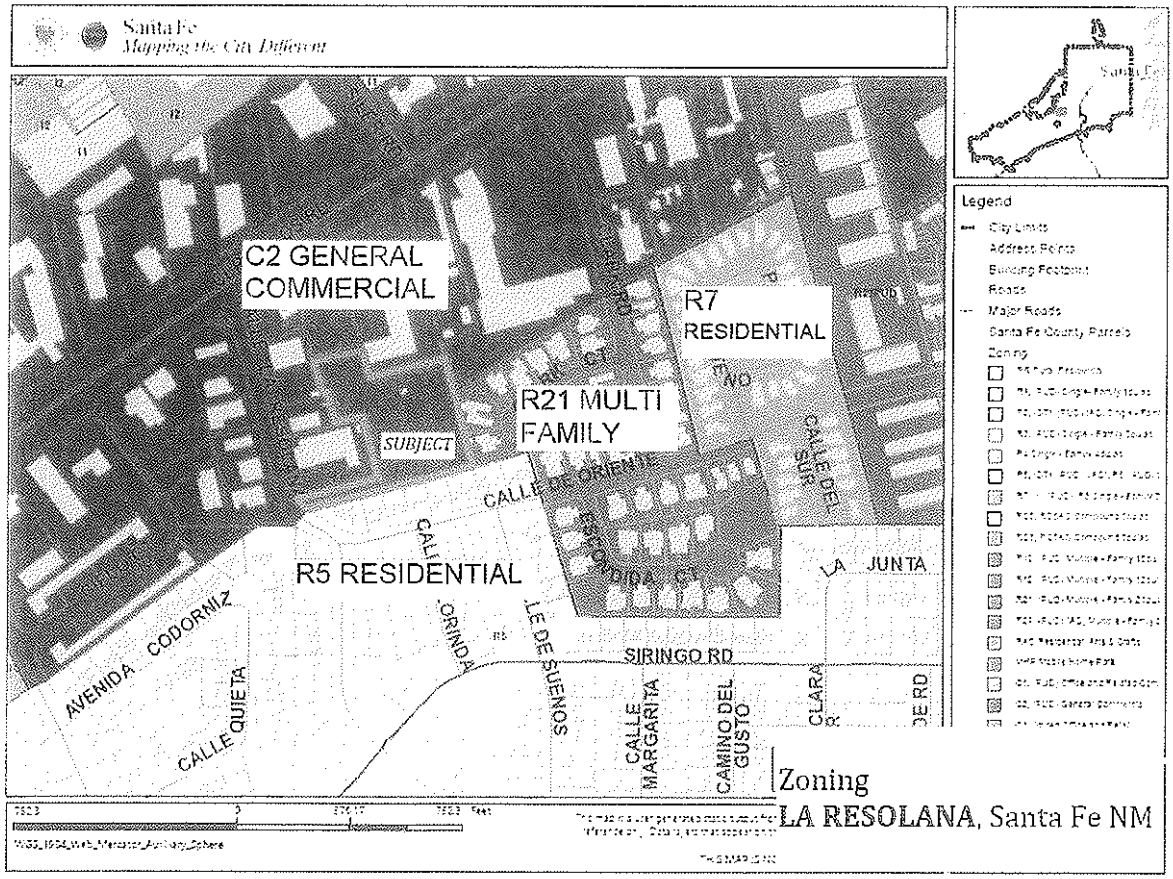
Map/Plan 2, Lot of Record

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FUTURE LAND USE AND ZONING: The City's Future Land Use Plan designates the subject acreage as medium/high residential with a density of 12 – 29 units per acre. Therefore, a general plan amendment is not part of this application. We propose that it is possible this designation was assigned as a consideration for higher densities or a transition use to separate general commercial uses on Cerrillos Road and residential uses to the south of the subject.

The zoning district is C2 General Commercial which allows primarily for high commercial uses including retail, restaurants, gas stations, and other commercial uses similar to those along Cerrillos Road. Even though the C2 is a general commercial zone, multi-family is listed as a permitted use.

The subject property is highlighted in the City Zoning Map below. As depicted, C2 zoning is adjacent to the the west, north and part of the east boundaries. Multi-family zoning adjoins the east boundary with a density of 21 units per acre. Residential zoning is on the south boundary with a density of 5 units to the acre. The density for the subject is 17.6 dwelling units per acre.



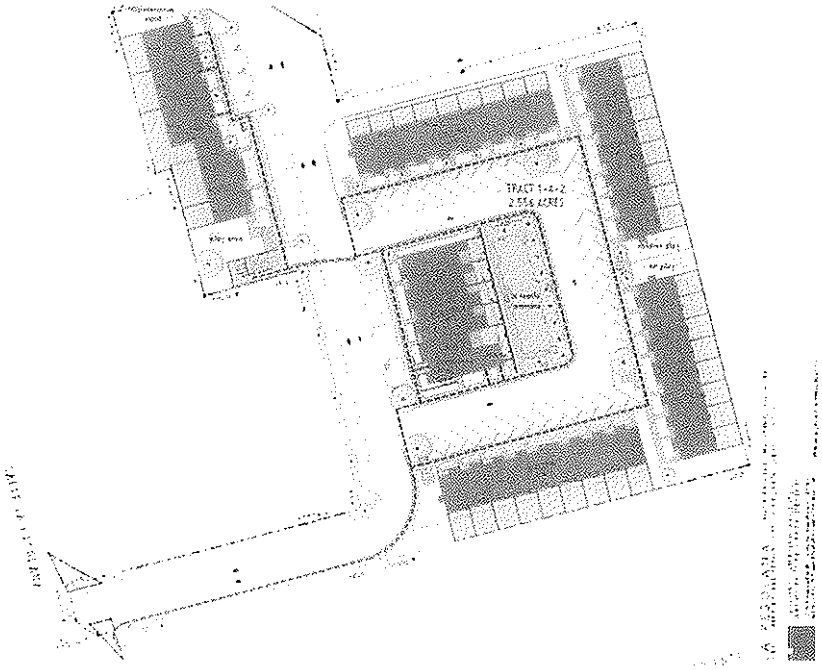
Map/Plan 3 – Zoning

II. SITE DESIGN AND ARCHITECTURAL THEME

The site plan carefully considers compliance with design criteria of SFCC for multi-family developments. Six building are strategically placed around a plaza with places for active and passive recreation. A community building space is located in the plaza next to an open space area for use by residents. Two small parks are designated for children with age appropriate play activities including a sand area, games for skills, slides and climbing to encourage interaction, group play and learning.

Access is planned off Calle La Resolana via a private driveway. Parking extends off the driveway near the entrance to each unit. This design provides for safe and easy access to a dwelling from the parking area which is especially important for the safety of children because it eliminates the need to walk across a driveway. Every unit has a sidewalk connected to all common amenities within the site and to existing public sidewalk networks. Additional overflow parking is provided on the access driveway. A central area is provided for mail pick up.

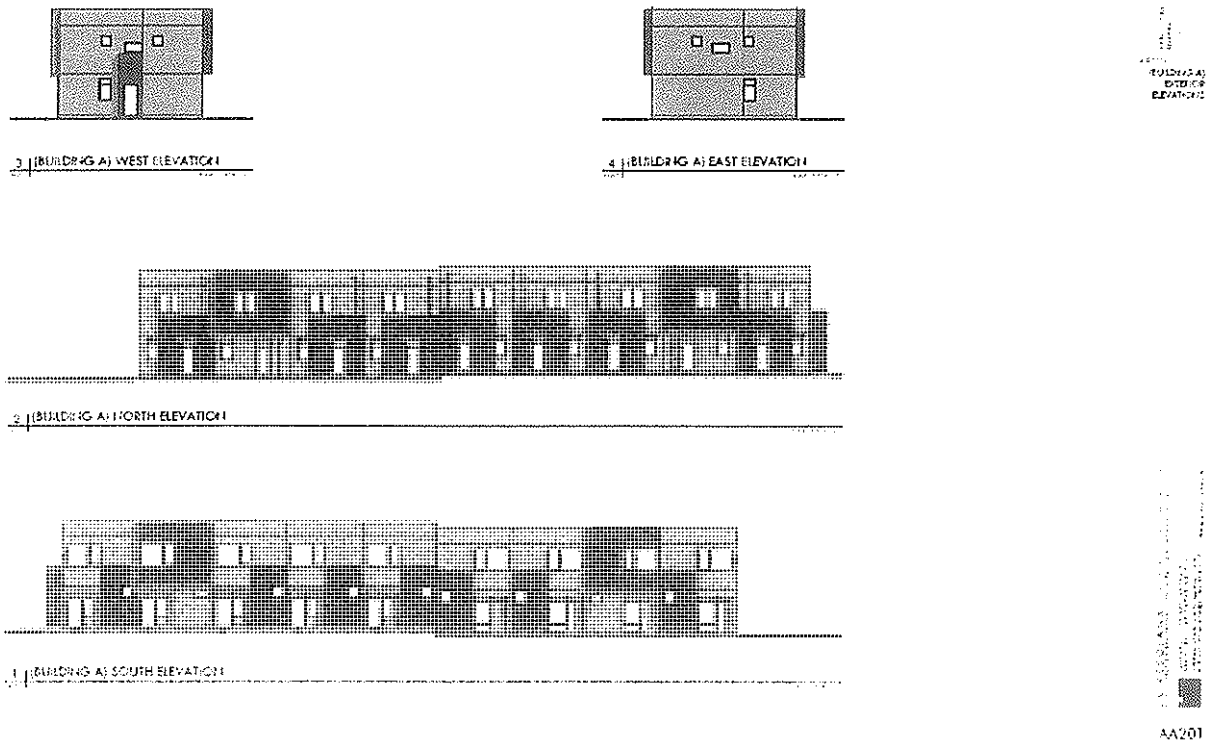
Original site design concepts included a single large three story "U" shaped building placed at the center of the site with peremiter parking. Based on many discussions focused on quality living, and input from neighbors on other projects, the "U" shaped concept was eliminated. The proposed design incorporates a multi-building theme with a townhouse unit typology as opposed to a traditional stack-flat typology with units above or below one another. The townhouse model provides private front door entrances and private back yard spaces for each unit. The use of multiple buildings allowed the height to be dropped to two story and create interesting open space areas which essentially reduce the scale of the project. The site design concept is presented for illustration purposes. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 4, Site Development Plan Illustration

The architectural style incorporates familiar contemporary Pueblo style forms in a crisp geometrical manner. The buildings are stucco in earth tone colors with some metal decorative features. The project height is consistent with code for two story buildings with a maximum of 26'. All outdoor lighting is designed to minimize nuisance glare onto adjacent properties.

The following illustration depicts the architectural theme concept of the buildings within the community. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 5, Building Elevations

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III. DEVELOPMENT PLAN APPROVAL CRITERIA

(SFCC Section 14-3.8D)

(1) Necessary Findings

To approve a *development* plan, the planning commission must make the following findings:

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the *application*;

Response: *The Planning Commission has authority to make final decisions on development plan applications according to SFCC, Section 14-3.8(B)(3)(b)*

(b) that approving the *development* plan will not adversely affect the public interest; and

Response: *We propose that additional affordable rental housing in the City is in the public's interest. A City initiated study concluded that the number of needed affordable units is in the thousands in order to meet the current demand.*

(c) that the use and any associated *buildings* are compatible with and adaptable to *buildings*, *structures* and uses of the abutting *property* and other *properties* in the vicinity of the *premises* under consideration.

Response: *The development design carefully considers buildings, structures and uses in the surrounding area. We propose that multi-family use is appropriate for the site as a buffer or transition use between high end commercial to the north and residential to the south. The use is also compatible with the surrounding zoning and densities including C2 zoning to the west, north and part of the east boundary. High density multi-family zoning adjoins the east boundary with a density of 21 units per acre. The density for the subject is 17.6 dwelling units per acre which is less than that of the east development. The building designs meets the City's strictest requirements for architecture and are rooted from a desire to connect with the area. The style seeks to be sensitive and complimentary to its neighbors. Even though the zoning allows for three story buildings, the height is reduced to two story as a more suitable scale considering the allowable heights of residential districts.*

The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

IV. CHAPTER 14 COMPLIANCE

The project complies with the design criteria of Chapter 14, SFCC as outlined in the following table:

	CHAPTER 14/ SFCC CRITERIA	COMPLIANCE METHOD
(a)	Zoning District	C2 General Commercial
(b)	Allowed Use	Multi-Family is a permitted use (Table 14-6.1-1)
(c)	Acreage	2.556 acres, (111,339.36 square feet)
(d)	Density	Chapter 14 does not prescribe density limits for multi-family use in C2 zone. The provided density is 17.6.
(e)	Architectural Design	The architectural design incorporates familiar contemporary pueblo style forms in a crisp geometrical manner. Predominant surface materials are stucco in earth tone colors with integrated metal decorative surface areas. The architectural theme exceeds the point requirements for multi-family projects. (205 points required, 230 points assigned) Analysis attached. ***(Exhibits B1-4)***
(f)	Yard Requirements	Proposed yard and setbacks are depicted on the development plan.
(g)	Open Space	Required: 11,250 sq. ft. (250 square feet x 45units) SFCC 14-7.5(D)(8)€ Provided: 15,900 sq. ft. Open space area will include various play structures for use by the children of residents.
(h)	Walls/Fences	Yard walls will be added up to 8' high along the perimeter property line where non exist.
(i)	Lot Coverage	Maximum Allowed: 60% SFCC Table 14-7.3-1 Provided = 28.2% (Total Roof Area 27,850 sq. ft. / Total Lot Area 111,339.36 sq. ft = 28.2%
(j)	Landscaping	Landscaping is provided using approved vegetation from the City plant list in landscape and open space areas. Sidewalk paths are landscaped and connect pedestrians to parking and the surrounding community. Numerous depressed areas on site will function as water collection basin for drainage management.

(k)	Off-Street Parking	PARKING CALCULATION DWELLING UNITS 45 DU 39–TWO BEDROOM DU (913 SF) X 1.5 SPACES / UNIT = 58.5 3– THREE BEDROOM DU (1162 SF) X 1.5 SPACES / UNIT =4.5 3– THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT =4.5 COMMUNITY ROOMS 570 SF X 1/200 NET LEASABLE = 3 OFFICE 570 SF X 1/350 NET LEASABLE = 1.6 TOTAL REQUIRED 70 PARKING PROVIDED 76 OFF-STREET BICYCLE PARKING 100 OR MORE PARKING SPACES REQUIRED 12 BICYCLE PARKING PROVIDED 12
(l)	Height	Allowed: 45' (Table 14-7.3-1) Provided: 26' Two Story
(m)	Signage	A monument sign for the identification of the project will be placed at the driveway entrance perpendicular to Calle la Resolana. Directional signage will be strategically placed throughout the project to direct traffic to apartment buildings and units.

V. DEVELOPMENT REVIEW TEAM CRITERIA

(a) **Traffic**: A Traffic Impact Study, (TIA) accompanies the development plan application under a separate cover. The TIA considered existing capacities, projected capacities at time of construction anticipated for 2021, and future capacities in the year 2031 to determine whether added traffic from the proposed development would be within prescribed allowable limits. The TIA also discusses solution based analysis to be considered. The details of the study are in the report.

(b) **Santa Fe Homes Program**: The Santa Fe Homes Program ordinance seeks to provide affordable housing for Santa Fe residents. The project is 100% affordable and complies with the ordinance. The Santa Fe Homes Program Rental Proposal is attached. ***(Exhibits C1-3)***

(c) **Fire Protection**: The project design considers appropriate access to the site in the event of an emergency per City Fire Codes. The main entrance to the development is from Calle la Resolana via an access drive meeting the width requirements. An emergency only access with gate is provided on the north end of the site near the accessible units. A 4" fire service is dedicated for automatic fire sprinkler systems.

(d) **Water & Sewer Availability**: A City water line extends from north to south on Calle la Resolana. A City sewer line exists parallel to the water line. The project will be served by these utilities via private connections extending to the east toward the project via the planned driveway system. Utility Service Applications attached. ***(Exhibits D1-7)***

(e) **Grading and Drainage**: A drainage calculations summary has been prepared by the project engineer analyzing predevelopment conditions, proposed conditions and post development drainage flow for adequate management of drainage for the development.

Drainage narrative from grading plan sheet:

DRAINAGE NARRATIVE

THE SITE FOR THIS DEVELOPMENT IS TRACT 1-A-2 (2.592 ACRES) AND IS LOCATED SOUTH AND EAST OF THE INTERSECTION OF CERRILLOS ROAD AND CALLE LA RESOLANA IN SANTA FE, NEW MEXICO.THE SITE IS CURRENTLY UNOCCUPIED AND CONTAINS NO EXISTING STRUCTURES. WITH THIS DEVELOPMENT, SIX NEW MULTIFAMILY STRUCTURES WILL BE CONSTRUCTED.

HISTORICALLY, THIS PARCEL DRAINS FROM THE NORTH TO SOUTH. THE DEVELOPED RUNOFF HONORS THE EXISTING DRAINAGE PATTERNS, WHILE DIRECTING THE RUNOFF TOWARDS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS. THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN.

(f) **Schools Planning**: According to the Santa Fe Public Schools website, the schools serving the area are the Kearny Elementary, Milagro Middle School and Santa Fe High School. A notice of the pending development plan application was delivered to the planning staff of the Santa Fe Public Schools along with an offer to meet at their convenience. ***(Exhibits E1-2)***

(g) **Transit**: At present, the closest City transit route runs east and west along Cerrillos Road. A bus stop exists near the intersection of Siler Road and Cerrillos Road within walking distance from the project.

EARLY NEIGHBORHOOD NOTIFICATION

Discussions with the neighbors began in late June of 2019 via personal meetings when requested, via phone calls and email correspondence. We propose that intense discussions brought about design changes which we believe make the project better for the community as a whole.

The official ENN meeting for the development plan application was held on Tuesday, July 9th at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed development was presented to neighbors. The meeting was well attended and intense discussions brought about additional design improvements.

The following table lists the major concern issues from neighborhood communications:

Neighborhood Input & Design Response

	ENN CONCERN AREAS	DESIGN RESPONSE
1.	**Massing and Scale:**	Pre ENN designs designs included a large single "U" shaped building with parking around the building and adjacent to the peremiter property lines. It was stated that this design concept provided less security for neighbors and encourage gatherings in the parking area disrupting adjacent residential yard space. This scheme was lreconfigured to 6 smaller scaled two story townhouse buildings and a community building reducing the scale and mass of the community and increase open space. This design intends to be more compatible with surrounding neighborhoods.
2.	**Building Stories and Height:**	Three story buildings are permitted by C2 zoning. In the interest of blending with adjacent residential neighborhoods, two story buildings were incorporated into the design at the height allowed by adjacent residential zone districts. Additionally, early designs included balcony spaces of the second floor bedrooms. These were eliminated.
3.	**Privacy Walls**	To create additional privacy to adjacent neighbors, walls up to 8' in height will be constructed at the peremiter boundary between neighboring properties.
4.	**Traffic:**	The following traffic issues were noted at the neighborhood meeting: ◦ Speeding on Calle La Resolana is a problem. ◦ There is considerable cut through traffic on Calle Oriente. ◦ There have been many collisions with adjoining walls. ◦ Parking on the street is difficult As a result of the concerns raised, a Traffic Impact Study, (TIA) was conducted to consider

	Traffic Continued…..	existing capacities, projected capacities at the time of construction anticipated for 2021, and future capacities in the year 2031 to determine how added traffic from the proposed development would affect prescribed allowable traffic levels. The traffic patterns in the area of the project were studied as well. The study also produced solutions based analysis for consideration. Please refer to the TIA for specific details.
8.	**Project lighting.**	A study of the proposed lighting was done assure that lighting levels comply with City code and do not project light or glare to adjacent properties. The parking area and pedestrian paths will be illuminated with low light pole fixtures or ballard lighting so as not to cast glare onto adjacent properties. There will be porch lighting in the back yard spaces similar to typical residential yard spaces in the city.
9.	**Unlawful Tenants on Property**	The Housing Authority controls unlawful tenants through the lease agreement. Unlawful occupancies are rare on existing Housing Authority projects because of strict enforcement of violations. The same procedures will apply in this project.
10.	**Impacts From Existing Land Uses in the Area.**	The neighborhood expressed that over the years, existing land uses on Cerrillos Road have negatively impacted their neighborhoods. A great portion of the neighborhood meeting was dedicated to this discussion. Their issues were not something that the proposed application could control, however, mentioning it herein conveys these concerns to the City.

All documents pertaining to the neighborhood process including City required forms and received neighborhood correspondence are attached. ***(Exhibits G1-56)***

CONCLUSION

Thank you for your consideration of this application for development plan. Please contact Montoya Land Use Consulting, Inc. with questions.

Exhibits A1-2

City Application Form for Development Plan

(date stamp)

DEVELOPMENT PLAN APPLICATION

Parcel Information

Project Name: LA RESOLANA

Address: 1115 Calle la Resolana

Property Size: 2.56 Acres

Current Use of Land: Vacant

Proposed Use of Land: Multi-Family Residential

Does a Rezoning application accompany this application? YES ☐ NO ☒

Are any variances required? YES ☐ NO ☒

Preapplication Conference Date: May 30, 2019

Early Neighborhood Notice (ENN) meeting date: July 9, 2019

Zoning: C-2 General Commercial

Property Owner Information

Name: Santa Fe Civic Housing Authority - Ed Romero, Director
First *Last*

Address: 644 Alta Vista Street
Street Address

Santa Fe — *City*; NM — *State*; 87505 — *ZIP Code*; *Suite/Unit #*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Applicant/Agent Information (if different from owner)

Company Name: Montoya Land Use Consulting, Inc.

Name: Monica Montoya
First *Last*

Address: 726 Gregory Lane
Street Address

Santa Fe — *City*; NM — *State*; 87505 — *ZIP Code*; *Suite/Unit #*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: 1115 Calle La Resolana

I/We authorize Montoya Land Use Consulting, Inc. to act as my/our agent to execute this application.

Signed: Ed Romero Date: 10/15/19

Signed: _____ Date: _____

Submittal Checklist (Requirements found in Section 14-3.8 SFCC 1987)

☒ *Six (6) 24"x36" plan sets and one (1) CD are required. Please include the following:*

☒	Letter of Application (intent, location, acreage)	☒	Statement addressing approval criteria	☒	Legal Lot of Record, Legal Description	☒	Development Plan (as defined by Section 14-3.8 SFCC 1987)	☒	Landscape, Parking and Lighting Plan, Signage Specifications
☒	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987)	☒	Traffic Impact Analysis (if required)	☐	Proof of Compliance with Conditions of Annexation Approval (if applicable)	☒	Sewer and Water Plan (including profiles and details)	☐	Phasing Plan (if applicable)
☐	Archaeological Clearance (if applicable)								

Development Plan Submittal Requirements, as defined by Section 14-3.8(C) SFCC 1987:

Applicants for developments that require development plans under this section shall submit plans and other documentation as required by the land use director that show compliance with the applicable provisions of the Santa Fe City Code as provided in Section 14-3.1(C) (Form of Application), including plans that show:

(a) existing conditions on the site and within two hundred (200) feet of the site;
(b) proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
(c) the types, extent and intensity of land uses that are proposed;
(d) proposed modifications to the infrastructure serving the site, including public and private streets, driveways and traffic control measures and utilities;
(e) documentation of compliance with development standards such as required yards, lot coverage, height of structures and open space;
(f) the phases of development, if applicable;
(g) for residential development, a proposal for provision of affordable housing as required by Section 14-8.11 (Santa Fe Homes Program);
(h) a development water budget as required by Section 14-8.13;
(i) for a development plan or final development plan, sufficient detail to clearly show how each applicable development standard is to be met and identify any variance or waiver required;
(j) for a preliminary development plan, sufficient detail to demonstrate the feasibility of meeting all applicable development standards, including an analysis of the type and extent of variances or waivers required, specific requests for which may be included.

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and development plan requirements.

Signature: Monica Montoya Date: 10/16/19

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, you will be contacted by us regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Thank you, and feel free to contact the Land Use Department staff at (505) 955-6585 with any questions.

Revised 12-11-12

A2

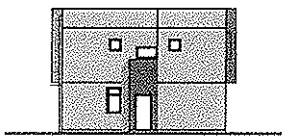
Exhibits B1-5

Architectural Design Points Analysis

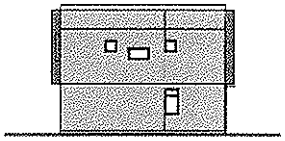
ARCHITECTURAL DESIGN REVIEW (SFCC 14-8.7-2)

LA RESOLANA
October, 2019

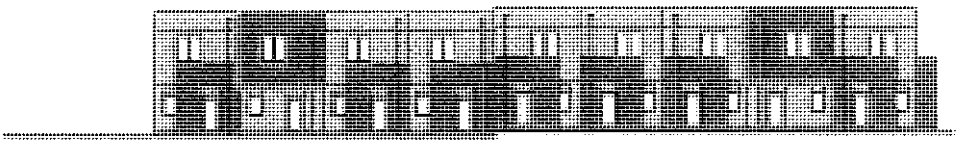
C2 Zone/New Construction: 205 Points Required. 230 points assigned.



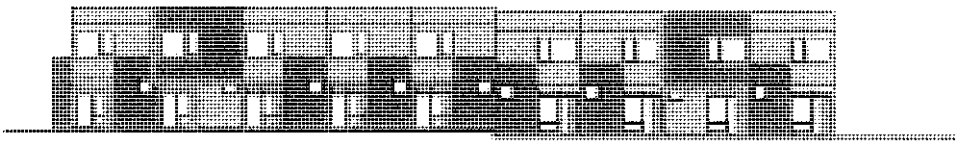
3 (BUILDING A) WEST ELEVATION



4 (BUILDING A) EAST ELEVATION



2 (BUILDING A) NORTH ELEVATION



1 (BUILDING A) SOUTH ELEVATION

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations

Architectural Design Standards		SFCC Point Allowances	Points Assigned	Discussion
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building. 65% stucco and 35% metal.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	The predominant material is an earthtone color.
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	Wall surface areas are monolithic, consistent with window and door openings less than 25% of each individual wall surface area.
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	The project design includes parapets on all buildings which screen the roofs.
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Predominant Material	(A) All surfaces are concealed from public view	20	20	All roof surfaces are concealed from public view by parapets.
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	All roof surfaces are concealed behind parapets
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	Six two story buildings and one community building within the project are strategically placed so as to create the visual effect of offsetting wall planes, shade, and depth. The break up of buildings was desirable over a single large building on the site.
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Windows are recessed 2 or more inches
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	Fenestration does not exceed 50% on any wall surface area
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	All doors and windows are at least two feet from outside building corners.
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing will be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	Roof mounted equipment will be painted to match adjacent surface.
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		

TOTAL POINTS FOR PROPOSED DESIGN **230**

Exhibits C1-3

Santa Fe Homes Program Rental Proposal

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this __ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana,* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks Preliminary/Final Development Plan approval.

2. The Property is to be developed as of 45 rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

E. Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M Ortiz

NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

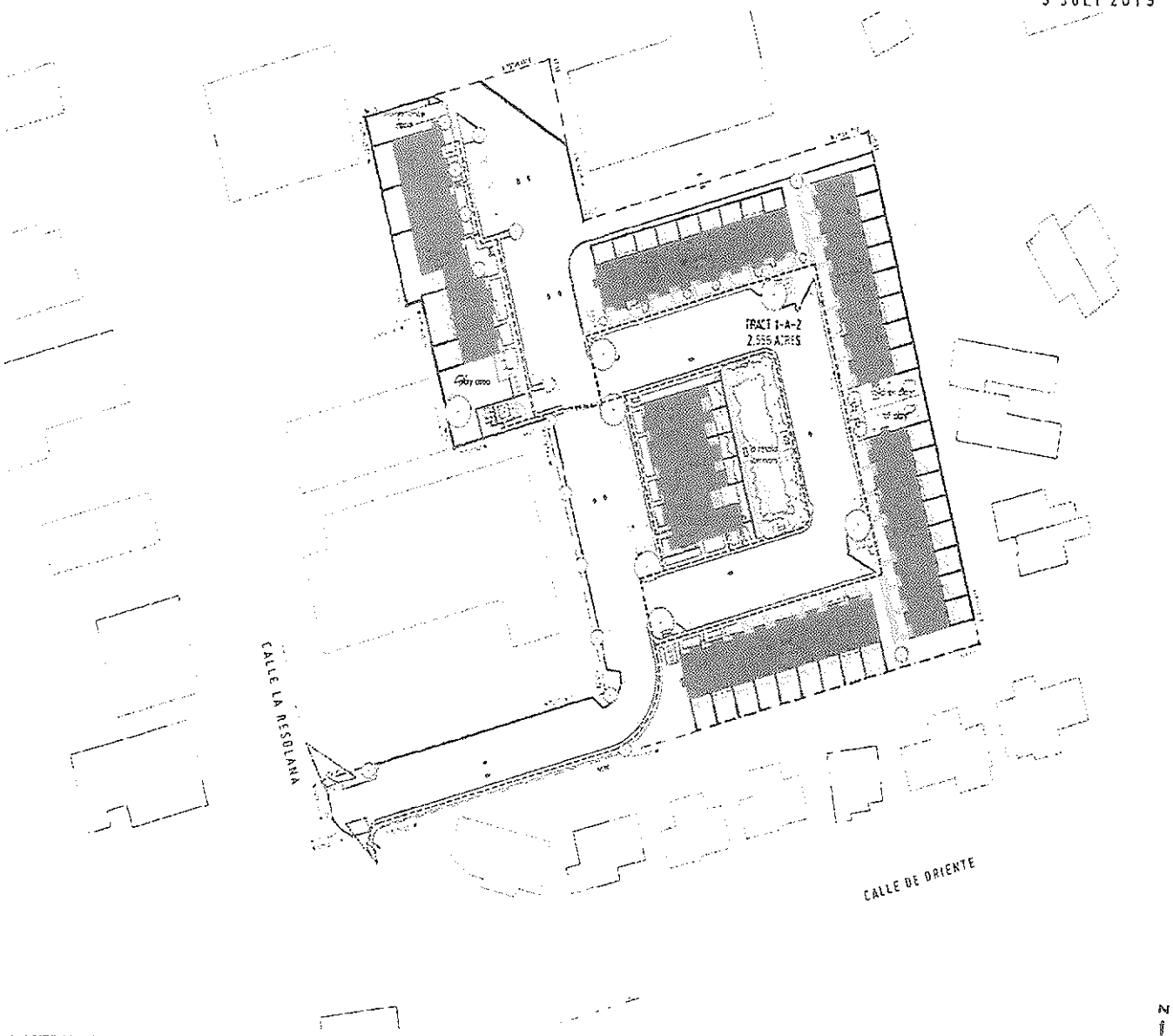
7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 SITE PLAN

SITE PLAN

LA RESOLANA

SCHEMATIC DESIGN

A001

EXHIBIT 1

C3

Exhibits D1-7

Water Offset and Utility Service Applications

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

SEPTEMBER 9, 2019

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:

- X Water Service Technical Evaluation Request
- ___ Agreement for Metered Service (AMS)
- ___ Agreement to Construct and Dedicate Public Improvements (ACD)
- ___ Annexation Application Water Budget
- ___ Water Offset Program/Water Rights Compliance Evaluation Request
- ___ Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits_____

Property Uniform Property Code: 1051097302029000000 Existing Well: Yes _____ No X

Legal Description including lot size: TR 1-A-2 PLAT 300/34 T17N R 9E S33 2.403 AC

Short Description of Project: La Resolana Development Plan
45 Multi-family residential dwelling units

Construction Start Date: June 2020

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments): Apartments - Residential
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2"): NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	Total	Total Residential Water Demand	7.20 AFY

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	AFY
Total Residential Water Demand	7.20	AFY
TOTAL PROJECT WATER DEMAND	7.20	AFY

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: sEPTEMBER 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Watwer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

- **City Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

To obtain sewer service applications for properties outside the Presumptive City limits, please contact the City of Santa Fe Wastewater Division at 955-4650

City of Santa Fe, New Mexico

SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:

____ Water Service Technical Evaluation Request
____ Agreement for Metered Service (AMS)
____ Agreement to Construct and Dedicate Public Improvements (ACD)
____ Annexation Application Water Budget
____ Water Offset Program/Water Rights Compliance Evaluation Request
X Sewer Service Technical Evaluation Request

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City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

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____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

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Total Commercial Water Demand	N/A	AFY
Total Residential Water Demand	7.20	AFY
TOTAL PROJECT WATER DEMAND	7.20	AFY

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: August 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Sewer lines are in close proximity. See attached GIS.

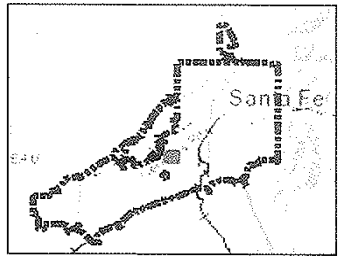
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Santa Fe
Mapping the City Different





Legend

- City Limits
- Address Points
- Roads
- Major Roads
- Santa Fe County Parcels
- Santa Fe River
- Santa Fe Fiber Handholes
- Santa Fe Fiber
- Fire Hydrants
- Water Pipe Distribution
- Santa Fe Reservoirs
- Santa Fe Municipal Water She
- Wastewater Manholes
- Private Sewer Pipes
- Low Pressure System
- Trunk Lines
- Wastewater Collection Pipe
- Stormwater Inlets
- Stormwater Outlets
- Rail Road

Notes

© Latitude Geographics Group Ltd.

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

351

D 1

Exhibits F1-2

Schools Planning

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: LA RESOLANA
2. Location of Property: 1115 CALLE LA RESOLANA
3. Owner/Agent Name: SANTA FE CIVIC HOUSING AUTHORITY

   Mailing Address: 614 ALTA VISTA STREET, SANTA FE NM 87505

   Phone & Fax: (505)412-1016 Monica@mntya.com
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	**Unit Quantity**	**Average Price**
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	45	

5. Elementary School Zone for Proposed Development: KEARNY ELEMENTARY
6. Middle School Zone for Proposed Development: MILAGRO MIDDLE SCHOOL
7. High School Zone for Proposed Development: SANTA FE HIGH SCHOOL
8. Build out Rates (Year/s; #/yr): 2020

   Estimated time frame subject to change

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

MONTOYA LAND USE CONSULTING, INC.

July 2, 2019

Ms. Shirley McDougall
Santa Fe Public Schools
Property & Asset Management
2195 Zia Road
Santa Fe NM 87505

SUBJECT: Planning for School Facilities and Operations to Support Proposed Apartment Community

Dear Ms. McDougall,

The purpose of this letter is to respectfully request a formal response regarding the planning for school facilities and operations to support a proposed apartment community with 45 dwelling units. This request is required by the City of Santa Fe as part of the development plan application process.

The apartment community is proposed by the Santa Fe Civic Housing Authority. The project is within the Santa Fe city limits located at 1115 Calle La Resolana on 2.56 acres of vacant land. (A vicinity map and conceptual site plan are attached for your convenience.)

According to the School district map, the responding schools for, elementary, mid-high and high school are Kearny, Milagro Midde School and Santa Fe High School. Is it possible for you to confirm this formally?

I very much appreciate your assistance. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attach: Project Vicinity Map
Conceptual Site Plan
Santa Fe Public Schools Form

726 Gregory Lane, Santa Fe, NM 87505 PH: (505)412-1016 Email: Monica@mntya.com

Exhibits G

Early Neighborhood Notification Reference Documents

EARLY NEIGHBORHOOD NOTIFICATION MEETING

Request for Staff Attendance

Project Information

Project Name: SANTA FE CIVIC HOUSING AUTHORITY

Address: 1115 CALLE LA RESOLANA Parcel Size: 2.5

Zoning: C2 Future Land Use: 12-29 DU/AC

Preapplication Conference Date: MAY 30, 2019

Detailed Project Description: DEVELOPMENT PLAN FOR 45 RESIDENTIAL UNITS

Property Owner Information

Name: Santa Fe Civic Housing Autthority

Address: 644 Alta Vista Street

Phone: (505)412-1016 E-mail Address: monica@mntya.com

Applicant/Agent Information (if different from owner):

Name: Montoya Land Use Consulting, Inc.

Address: 726 Gregory Lane

Phone: (505)412-1016 E-mail Address: monica@mntya.com

Agent Authorization (if applicable):

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize Monica Montoya , Montoya Land Use, Inc. act as my/our agent to execute this application.

Signed: Monica Montoya Date: 6/5/19

Signed: [signature] Date: 6/12/19

Proposed ENN Meeting Dates:

Provide 2 options:	*Preferred Option*	*Alternative*
DATE:	July 27	July 25
TIME:	5:30PM	5:30PM
LOCATION:	GCCC 3221 Rodeo Road Santa Fe, NM	GCCC 3221 Rodeo Road Santa Fe, NM

G1

ENN GUIDELINES

Applicant Information

Project Name: 1115 CALLE LA RESOLANA

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS *For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.*

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT *For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.*

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is suhject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN *For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.*

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN *For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.*

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.*

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.*

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA LAND USE CONSULTING, INC.

June 24, 2019

Dear Property Owners and Residents,

The City of Santa Fe Land Development code prescribes for early notification of development applications pursuant to SFCC 14-3.1 (F).

You are invited to attend an Early Neighborhood Notification meeting on Tuesday, July 9, 2019, at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM, to discuss a proposed development plan application for an apartment community with forty five units on 2.55 acres of vacant property located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, resident, or neighborhood association within 300 feet of the subject property for the development plan application.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
Email: Monica@Mntya.com
Phone: (505)412-1016

LA RESOLANA

EARLY NEIGHBORHOOD NOTIFICATION

TUESDAY, JULY 9 2019

5:30 PM TO 7:00 PM

360

G.S.

MEETING OUTLINE

1. PURPOSE OF MEETING
2. PROJECT APPLICATION OVERVIEW
3. SITE PLAN AND ARCHITECTURE
4. QUESTIONS

ENN

LA RESOLANA, Santa Fe NM

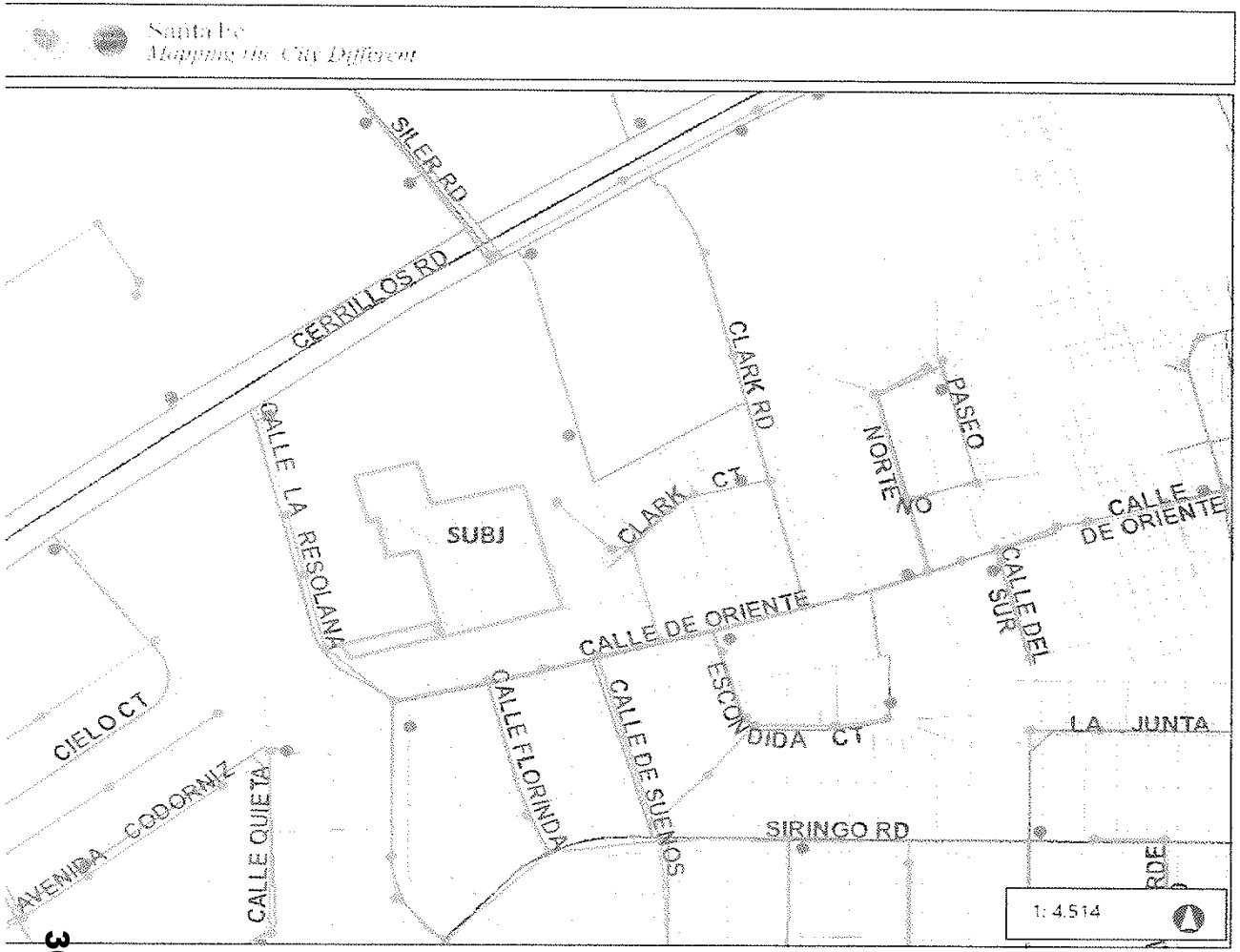
69

2. PROJECT APPLICATION OVERVIEW

- DEVELOPMENT PLAN APPROVAL
- AFFORDABLE HOUSING PROJECT
- APARTMENT COMMUNITY
- 45 UNITS ON 2.556 ACRES OF VACANT LAND
- 1115 CALLE LA RESOLANA

LA RESOLANA
Santa Fe, NM

67



Vicinity Map

LA RESOLANA

Santa Fe

G8

Vicinity Map

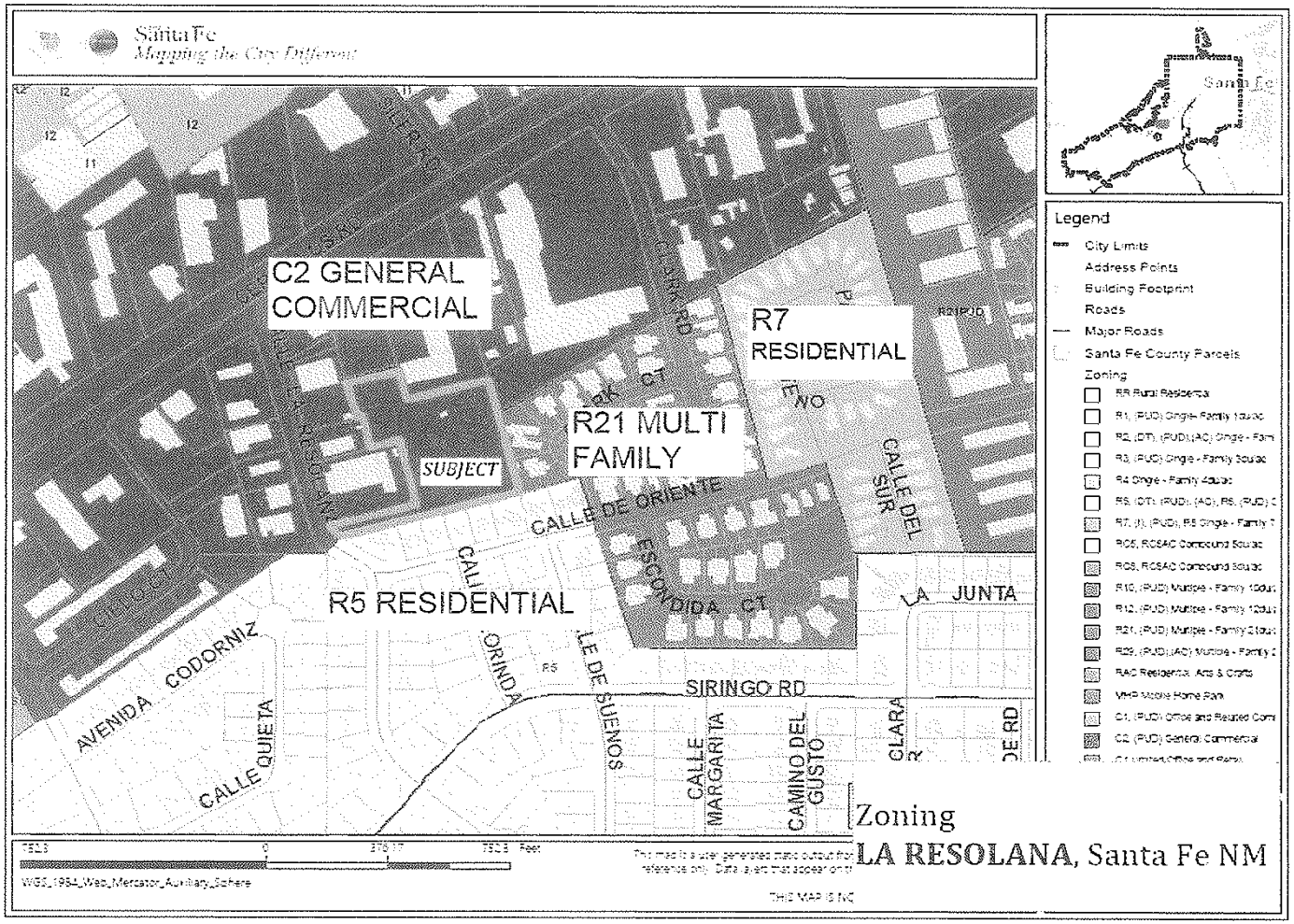
ARIZONA

Santa Fe NM

G9

Santa Fe
Mapping the City Different
Future Land Use
LA RESOLANA, Santa Fe NM
Legend
City Limits
Address Points
Building Footprint
Roads
Major Roads
Santa Fe County Parcels
Santa Fe River
Rail Road
Future Land Use
1 dwelling per acre
1-3 dwellings per acre
3-7 dwellings per acre
7-12 dwellings per acre
7-12 dwellings per acre
12-22 dwellings per acre
Regional Commercial
Community Commercial
Neighborhood Center
Traditional Mixed Use
Business Park
12-22 Dwelling/Ac
7-12 Dwelling/Ac
3-7 Dwelling/Ac
Community Commercial
CAMINO CARLOS REDONDO
CAMINO DE LA JUNTA
CAMINO REDONDO
TIERRA DR
FLORA DR
SAN LORENZO DR
CAMINO DE CUMBRE
CAMINO DE LA RESOLANA
CAMINO DEL CUERVO
CAMINO DEL SOL
CAMINO DEL ALAMO
CAMINO DEL PAJARITO
CAMINO DEL SUR
CAMINO DEL ARROYO
CAMINO DEL CERRO
CAMINO DEL VALLE
CAMINO DEL RIO
CAMINO DEL MONTE
CAMINO DEL LAGO
CAMINO DEL BOSQUE
CAMINO DEL PRADO
CAMINO DEL VIENTO
CAMINO DEL SOLEDAD
CAMINO DEL ORO
CAMINO DEL PLATA
CAMINO DEL COBRE
CAMINO DEL HIERRO
CAMINO DEL ACERO
CAMINO DEL ESTE
CAMINO DEL OESTE
CAMINO DEL NORTE
CAMINO DEL SUR
CAMINO DEL ARROYO
CAMINO DEL CERRO
CAMINO DEL VALLE
CAMINO DEL RIO
CAMINO DEL MONTE
CAMINO DEL LAGO
CAMINO DEL BOSQUE
CAMINO DEL PRADO
CAMINO DEL VIENTO
CAMINO DEL SOLEDAD
CAMINO DEL ORO
CAMINO DEL PLATA
CAMINO DEL COBRE
CAMINO DEL HIERRO
CAMINO DEL ACERO
CAMINO DEL ESTE
CAMINO DEL OESTE
CAMINO DEL NORTE

G10

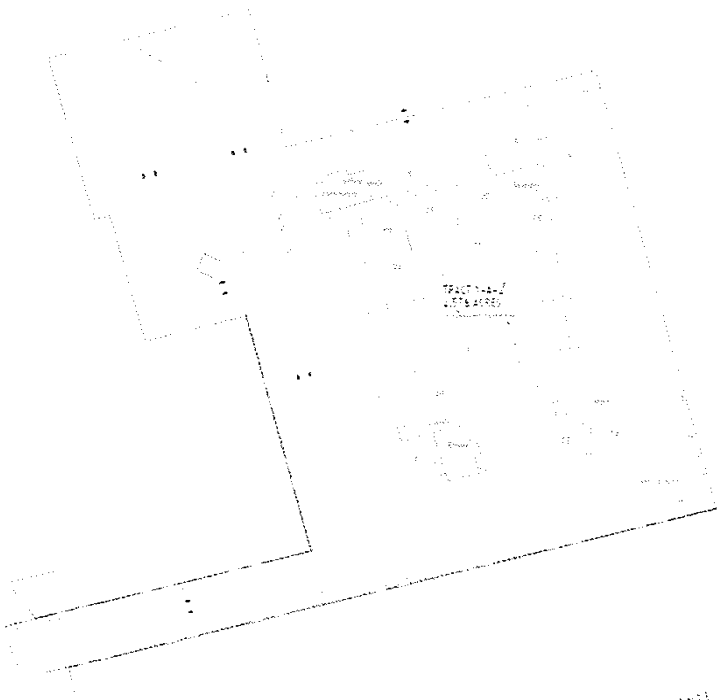

Santa Fe
Mapping the City Different
C2 GENERAL COMMERCIAL
R7 RESIDENTIAL
R21 MULTI FAMILY
R5 RESIDENTIAL
SUBJECT
CALLE DE ORIENTE
CALLE DEL SUR
LA JUNTA
SIRINGO RD
AVENIDA CODORNIZ
CALLE QUIETA
CALLE MARGARITA
CAMINO DEL GUSTO
Legend
City Limits
Address Points
Building Footprint
Roads
Major Roads
Santa Fe County Parcels
Zoning
Zoning
LA RESOLANA, Santa Fe NM
WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT

3. SITE PLAN AND ARCHITECTURE

LA RESOLANA
Santa Fe, NM

20 DECEMBER 2018





1 | SITE PLAN

N

SCHEMATIC DESIGN

Early
Schematic Design
LA RESOLANA
Santa Fe, NM

368 G13

Site Plan

LA RESOLANA,

Santa Fe NM

5 JULY 2019

1 SITE PLAN

SCHEMATIC DESIGN

LA RESOLANA

Typical Building Elevations

LA RESOLANA

Santa Fe NM

AA201

3 | BUILDING A) WEST ELEVATION

4 | BUILDING A) EAST ELEVATION

2 | BUILDING A) NORTH ELEVATION

1 | BUILDING A) SOUTH ELEVATION

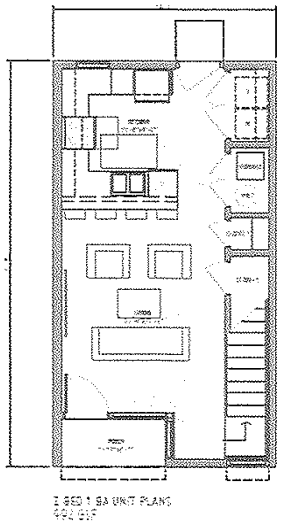
Typical Building Floor Plan

LA RESOLANA

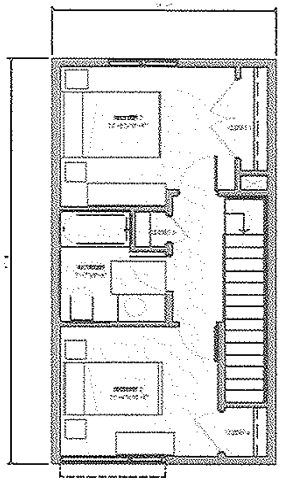
Santa Fe, NM

AA201

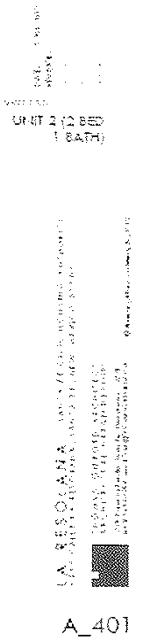
2 (BUILDING A) SECOND FLOOR PLAN



1 UNIT 2 (2 BED 1 BA) GROUND FLOOR



2 UNIT 2 (2 BED 1 BA) SECOND FLOOR



A_401

Typical Unit Plan
LA RESOLANA
Santa Fe, NM

SCHOOLS

- KEARNEY ELEMENTARY
- MILAGRO MIDDLE SCHOOL
- SANTA FE HIGH SCHOOL

LA RESOLANA

Santa Fe NM

G18

4. QUESTIONS?

LA RESOLANA
Santa Fe NM

PICHARDO, JOSE D & GREYSI NAJARRO
1114 CALLE LA RESOLANA
SANTA FE, NM 87507

MARTINEZ, RAYMOND JOSEPH
2909 CALLE DE ORIENTE
SANTA FE, NM 87505

GARCIA, ROBERT EUGENE
4499 ZIRCONIA DR
RIO RANCHO, NM 87124

REYNOLDS, DAVA
1115 CALLE QUIETA
SANTA FE, NM 87507-5142

MOONYOON2 LLC
3305 ORION DR
COLORADO SPRINGS, CO 80202-0922

WOHL, GLEN & EVA LYNN
1106 CALLE DE SUENOS
SANTA FE, NM 87507

LENNON EDWARDS, SHERRI W L
PO BOX 23904
SANTA FE, NM 87502-3904

LUJAN, CHRISTOPHER A
2913 CALLE DE ORIENTE
SANTA FE, NM 87507

SALAZAR, GILBERT N
1118 CALLE LA RESOLANA
SANTA FE, NM 87501

ULIBARRI, GLORIA
818 CAMINO ZOZOBRA
SANTA FE, NM 87505

MORGAN FAMILY TRUST
PO BOX 9107
DURANGO, CO 81302

SMALL, MICHAEL W
2903 CALLE DE ORIENTE
SANTA FE, NM 87507

MARTINEZ, MARIANNE
2912 CERRILLOS RD
SANTA FE, NM 87507

HERRERA, ALFONSO & VIOLA
1108 CALLE FLORINDA
SANTA FE, NM 87501

BALLAS, VICTOR
4936 RADBROOK PL
DALLAS, TX 75220

MEDINA, MARCUS A & CAROL
1109 CALLE DE SUENOS
SANTA FE, NM 87501

HAYS, PAT C
2915 CALLE DE ORIENTE
SANTA FE, NM 87507

QUINTANA, JOSEPH A & ROSELLA C
1109 CALLE FLORINDA
SANTA FE, NM 87507

SANCHEZ, LEROY L & MARTHA B
1108 CALLE DE SUENOS
SANTA FE, NM 87501

WARE, EVELYN
2905 CALLE DE ORIENTE
SANTA FE, NM 87505

MIERA, MARK E & SONYA R
1111 CALLE LA RESOLANA
SANTA FE, NM 87507-5114

LAWICKI, KATHLEEN A
1113 CALLE QUIETA
SANTA FE, NM 87507

HADLEY, J H & JOAN
3122 SIRINGO RONDO
SANTA FE, NM 87501

SOUTHWEST HOSPITALITY, LLC
640 W LAMBERT RD
BREA, CA 92821-3139

TARANGO, MIGUEL & LUZ M DOMINGUEZ
3001 AVENIDA CODORNIZ
SANTA FE, NM 87507

LUCERO, EDWARD E
2911 CALLE DE ORIENTE
SANTA FE, NM 87507

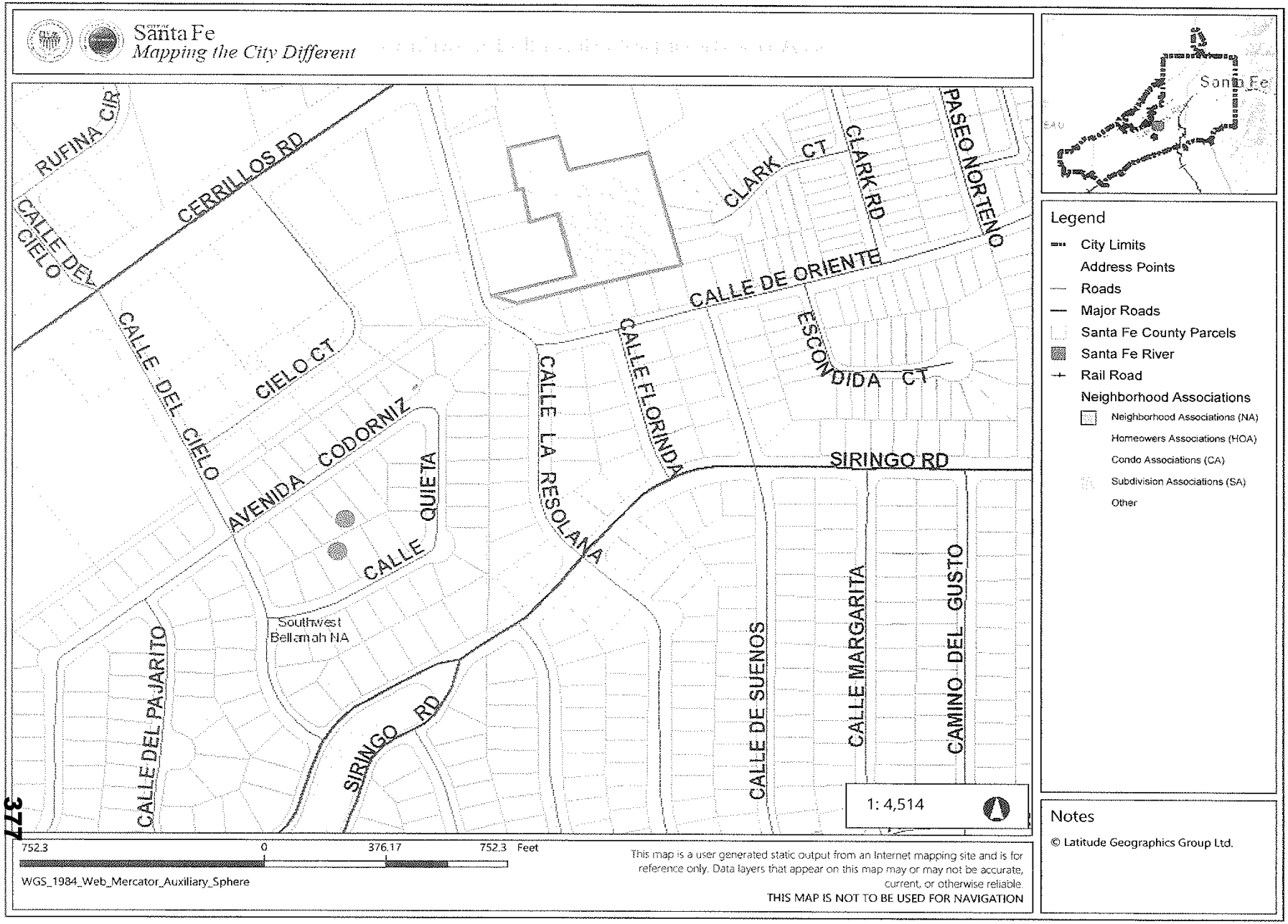
SANCHEZ, LORRAINE
1106 CALLE FLORINDA
SANTA FE, NM 87505

ROYBAL, JOSEPH
1107 CALLE DE SUENOS
SANTA FE, NM 87505

DASSARO, TINA MARIE
1107 CALLE FLORINDA
SANTA FE, NM 87507

GRIEGO, RICHARD D & MARCELLA
2907 CALLE DE ORIENTE
SANTA FE, NM 87501


SILER SILER
CERRILLOS CERRILLOS
CLARK
CLARK
SUBJ
CALLE DE ORIENTE
CIELO
CALLE LA RESOLANA
CALLE FLORINDA
ESCONDIDA
CALLE DE SUEÑOS
AVENIDA CODORNIZ
SIRINGO SIRINGO
CALLE QUIETA
CALLE MARGARITA
ALLE DEL CIELO


Santa Fe
Mapping the City Different
RUFINA CIR
CERRILLOS RD
CALLE DEL CIELO
CALLE DEL CIELO
CIELO CT
AVENIDA CODORNIZ
CALLE QUIETA
CALLE DEL PAJARITO
Southwest Bellamah NA
SIRINGO RD
CALLE LA RESOLANA
CALLE FLORINDA
CLARK CT
CLARK RD
PASEO NORTENO
CALLE DE ORIENTE
ESCONDIDA CT
SIRINGO RD
CALLE DE SUENOS
CALLE MARGARITA
CAMINO DEL GUSTO
1: 4,514
752.3
0
376.17
752.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Santa Fe
Legend
City Limits
Address Points
Roads
Major Roads
Santa Fe County Parcels
Santa Fe River
Rail Road
Neighborhood Associations
Neighborhood Associations (NA)
Homeowers Associations (HOA)
Condo Associations (CA)
Subdivision Associations (SA)
Other
Notes
© Latitude Geographics Group Ltd.

377

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MARISA TRUJILLO	2400 DESIDERIO RD SW Reg 87105	———
☐	2	Michele Lacomme	1475 Clark Rd	—
☐	3	Ed Romero		—
☐	4	TOM GIFFORD	1709 PASEO DE PERALTA	TOMG TITOMASGIFFORD.com
☐	5	MARGARET AMBROSINO		
☐	6	Francesca Kaltas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	7	Tina M Dassaro	1107 Calle Florinda	———
☐	8	Mary E Sellenbarn	2119 Rancho Lucero Rd	—
☐	9	Robert Zisk	1479 Clark Rd	bisclavret@centurylink.net
☐	10	Bernadette Freeman	1456 Clark Rd	
☐	11	Maurella Scott	2891 Clark Ct	maurella_bella@yahoo.com
☐	12	DAVE MARTINEZ	604 Alta Vista St, SF	davidm@sfcha.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

	Name	Address	Email
☐	1 Cecilia & Rod Hasson	1499 Clark Road	CRHASSON@AOL.COM
☐	2 Micaela Metz	1463 Clark Rd	
☐	3 Ashley Leartshorn	1556 Escorlida Court	ahartshorn@bjfelix.com
☐	4 Jeanne Herrera	2437 Calle de Oriente	
☐	5 Rod Hasson	2850 Calle de Oriente	Rod Hasson@HAhco.com
☐	6 CARON CARAWAY	2807 Clark Court	innerworkingsnm@gmail.com
☐	7 Chandrika Bhandari	2900 Cerrillos Rd	
☐	8 John Cassie Pearce	2917 Calle de Oriente	—
☐	9 Miguel Cortez	1108 Calle la Resolana	cortizcd@aol.com
☐	10 Walter Jensen	1120 Calle La Resolana	—
☐	11 Michael Small	0903 Calle de Oriente	
☐	12 Kathleen Lawicki	1113 Calle Cuesta	Klawickie@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

379 of 424

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	LeRoy Sanchez	1108 Calle De Suenos	None
☐	2	Jessie A. Chacon	1463 Clark Road SFNM 87505	Jesteron5@gmail.com
☐	3	JASON PERDUE	1116 CALLE LA RESOLANA	JRPERDUE@COMCAST.NET
☐	4	JOSEPH NIESPOR	1114 Calle La Resolana	JOESNOW2003@Comcast.net
☐	5	Jan Tissler	2350 Calle de Oriente	jan.tissler@gmail.com
☐	6	MICHAEL GOMEZ	1599 S. ST FRANCIS	
☐	7	Kishan Poshiya	2900 CERRILLOS	Kishon-Pos@Yahoo.com
☐	8	DELARMINDA BERNOPE	2900 CERRILLOS	
☐	9	MARTISHA PATYANI	2900 CERRILLOS RD	
☐	10	Renee Radecki	1490 Clark Rd	
☐	11	Pat Haug Moore	2915 Calle De Oriente	gr8flpat505@gmail.com
☐	12	Carmen Ortiz	1108 Calle la Resolana	SORTIZ611@AOL.COM

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7/9/19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

380
625

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Richard + Marcella Reigo	2907 Calle de Oriente	mgriego@comcast.net
☐	2	Sonya Miera	1111 Calle La Resolana	srmiera@gmail.com
☐	3	Toni Baca	1118 Camino Consuelo	Toniq2010@hotmail.com
☐	4	Sylvia Tyndall		
☐	5		1107 CALLE DE SUENOS	
☐	6	Mark Miera	1111 Calle La Resolana	miera.mark@yahoo.com
☐	7	Matt Carrasco-Trujillo	2863 Clark Court	sedalight@gmail.com
☐	8	Sylvia Tyndall	3330 Calle Potrero	
☐	9	Judy/Larry Morgan	1120 Calle La Resolana	JudyMorganArt@GMail.com
☐	10	Sherri Lennon / Romero's	1109 Calle La Resolana	misfitlennon@gmail.com
☐	11	Frank, Delphy, Jackie	1104 Calle La Resolana	frankdelphy3432@gmail.com
☐	12	CARMELA BRANSFORD	2878 CLARK COURT	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Margaret Ambrosino — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7-9-19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name:	**Calle La Resolana Development Plan**	**Meeting Date:**	**July 9, 2019**
Meeting Place:	**Genoveva Chavez Community Center**	**Meeting Time:**	**5:30 pm**

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Joni Muller ✱	3471 Cerrillos Rd	healerranch@aol.com
☐	2	Mary Ellen Underwood	1572 Escondida Ct	Munderwood@cybermesa.com
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO — Margaret Ambrosino — 7/9/19

Printed Name of City Staff in Attendance — Signature of City Staff in Attendance — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

382 G27

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/8/2019 Project: - Calle de Rio

Please let us know your thoughts:

We have enough condos & Pets

I am against it.

Your contact information (optional):

Name: Karl Wasson

Phone: 505 - 795 - 8086

Email: kwasson@yahoo.com

La Villa Real de la Santa Fé de San Francisco de Asís
1846

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

The neighborhood is already densly populated and subject to many problems from the homeless shelter and Coronado Condos.

Traffic is dangerous as is, adding a large # of cars will add to an already serious problem. I am fully against this development.

NAME: Francesca Kartes
ADDRESS: 2863 Calle de Oriente
PHONE: 505 438 0182

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS: Comments

Too much houses already
too much Traffic

NAME: Damon Laemmle
ADDRESS: 1459 Clark RD
PHONE: 690 8926

Comments

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

We can not handle more people
More Traffic, The neighborhood
is ~~abo~~ ~~abo~~ already at its Capicity!
ITs Just too much

NAME: Michele Laemmle
ADDRESS: 1475 Clark RD
PHONE: 474 6408

I AM against
ths proseCt

COMMENT CARD

Early Neighborhood Notification Meeting

Date: July 9 2019 **Project:** Calle la Resolana Townhouses

Please let us know your thoughts:

I can't even get out of my driveway now. Walking traffic from Pete's Place (homeless) are already a problem. Visitors need to park on the sidewalk to avoid being hit. Already see alcohol and drug deals. Have had to invest in alarm systems.

Your contact information (optional):

Name:

Phone:

Email: cortecol@aol.com

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/9/19 **Project:** La Resolana

Please let us know your thoughts:

- Increased traffic between Cerrillos, Clark, Calle de Oriente, & Calle Resolana will need to be mitigated w/ crosswalks, speed bumps, & other traffic slowing measures
- South facing Apartments should have a landscaping berm to protect residents on Calle de Oriente

Your contact information (optional):

Name:

Phone:

Email:

Monica Montoya

From: Monica Montoya <monica@mntya.com>
Sent: Saturday, June 29, 2019 8:49 AM
To: 'Richard Griego'; 'mayor@santafenm.gov'
Cc: 'maharris@santafenm.gov'; 'jvcoppler@santafenm.gov'
Subject: RE: Proposed development at 1115 Calle La Resolana

Good Morning Mr. Griego,

Thank you for your comments regarding the proposed housing development at 1115 Calle La Resolana.

I would like to have an opportunity to present and discuss the project with you and answer any questions you may have. I hope to see you at the upcoming Early Neighborhood Notification meeting on Tuesday, July 9th, 5:30pm at the Genevova Chavez Community Center located at 3221 Rodeo Road. If you are unable to attend, I will be happy to meet with you another time.

Thank you,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.
726 Gregory Lane
Santa Fe, NM 87505
PH: (505)412-1016
Email: Monica@mntya.com

-----Original Message-----
From: Richard Griego [mailto:rgriego73@yahoo.com]
Sent: Friday, June 28, 2019 11:25 AM
To: mayor@santafenm.gov
Cc: maharris@santafenm.gov; jvcoppler@santafenm.gov; monica@mntya.com
Subject: Proposed development at 1115 Calle La Resolana

Received information about a proposed 45 unit (low income housing) at 1115 Calle La Resolana. This empty field (where development would be) is directly behind my house.

I need to express complete opposition to this development. I believe this area is to small for 45 units mplus parking etc. The only entrance and exit would be onto Calle La Resolana which is all ready a very dangerous situation with traffic coming off of Cerrillos Road or up from Siringo or up from Calle de Oriente. They go too fast, cross center line, run stop signs. People travel so fast up in this area that two different walls were run into within he last year.

Also very concerned about increased crime that could be brought in by this development. We had and continue to have trouble with people wandering into our neighborhood from the Coronado condos. There is also a homeless shelter (Pete's pets) which causes a lot of problems in our neighborhood.

Appreciate your help in this matter.

Richard Griego
2907 Calle de Oriente
Santa Fe, NM. 87507

505-471-8040

Monica Montoya

From: Tom <tom@thomasgifford.com>
Sent: Friday, July 12, 2019 12:38 PM
To: Monica Montoya; Ed Romero; David Martinez
Subject: Fwd: La Resolana ENN Meeting

[redacted]

Sent from my iPhone

Begin forwarded message:

> **From:** Scot Ricker <scotricker@gmail.com>
> **Date:** July 10, 2019 at 6:04:48 PM MDT
> **To:** mkambrosino@santafenm.gov
> **Subject: La Resolana ENN Meeting**
>
> Margaret,
>
> I attended the La Resolana meeting Tuesday evening. I heard and understood all the outrage comments from the audience. But I think some were way off-base, not related to this project.
>
> I decided to go to the meeting because I was indeed concerned that the development would be one giant building with parking all around it, as shown in plan A. I was much relieved and encouraged to see the lovely and thoughtful presentation of plan B. More like houses, individual units. These are not much different than the townhouse on Clark Court that we live in. Surely they will be better built though.
>
> I think the traffic, both in and out, is one of the biggest concerns for the neighborhood. That seems to be a challenge that will require some serious study and thought. Speeding cars crashing through walls have nothing to do with new houses, but that group was surely heated up.
>
> I don't see this development as a problem. I think it could be a nice addition to our neighborhood if the concerns are addressed. We need to address traffic flows, noise, light, etc. All those topics that were mentioned at our meeting. As mentioned, something will eventually be built on that space. I think low level housing fits with us better than a giant self storage building or a hotel.
>
> We lived for many years in Casa Solana, and noticed the improvement to the area when the Villa Alegre development was built. It has done well and still seems nice. It is much nicer than what was replaced.
>
> There will surely be an adjustment period as those camping on the vacant land will be displaced. Maybe some help could be offered, or suggestions presented, to help those few current residents without homes to be relocated safely.
>
> As mentioned at the meeting, we have a large population of homeless in this area. So, of course, we don't want campers in our yards. We already deal with the pedestrian traffic, taking short

cuts. But these realities have nothing to do with the new housing development, other than forcing some to relocate.

I will plan to attend the next meetings, and am eager to see how this will turn out.

Best Regards,
Scot

--
Scot Ricker
231-878-1844
scotricker@gmail.com

1115 Calle La Resolana ENN July 9, 2019 GCCC

Comments by Mary E Schruben made during the hearing:

How many units will there be and what is the square footage per unit?
54 units total – 6 - 3 bedroom, 49 - 2 bedroom.
What will be the range of rents?
$380 for the small, up to $900/mo for the large.
Who is the owner?
The Civic Housing Authority is the general partner with a bank that carries the mortgage bonds and gets the housing credits.
Because of the C2 zoning, will commercial uses be allowed in the units?
No, the same rules for all Civic housing projects will apply. The same close management and on-site inspection. Screening and qualifying interviews. The usual.
Explain about the exterior fence.
Block wall at 6' for most of it, some wood fencing exists in the existing neighborhood.

Concerns voiced by the neighbors and other attending the ENN:

Camping and trash of the homeless in the lots behind Big5 Center.
Vehicle traffic and delivery access drive behind Big 5.
Cut thru traffic from Cerrillos Road onto Calle La Resolana and thru to Siringo Road and vsvs.
Cut thru traffic from Cerrillos Road onto Clark Road and thru to Siringo Road and vsvs.
Storm water overflow from Cerrillos Road business parking lots south thru the neighborhood to Brandt Park Arroyo.
Delivery truck noise and exhaust fumes behind Big 5 center at all hours and days.

Concerns about the proposal voiced by residents:

Density of 54 units is too many. Concept is OK, but too dense.
There will be at least 108 cars, with only 74 parking spaces.
La Resolana is not an arterial street, it is a neighborhood street. Neither is Clark Road.
Too many speeders and reckless drivers. Speed limit should be 25 and enforced.
Guests in the Hotel will be able to see into the second floor windows of the units, and vsvs.
The entrance and exits should be gated for the residents only. Visitor entrance by buzz in.

Concerns that I have but didn't express because I had to leave early:

Lighting: the area and parking lighting fixtures should be 10', not 14 ', to avoid light spill into the neighborhood and hotel.
Street pattern: The easement thru the hotel drive will create backups onto Cerrillos Road in the AM because there is no signal at La Resolana to allow a pause for exits North. Exit left turn there should be prohibited. If the curb cut is not wide enough for one vehicle to enter from the south and one to exit to the north, that stop on Cerrillos so close to La Resolana will be dangerous. It would be better if the Hotel drive to Cerrillos were exit North only and La Resolana were entrance and exit.
Fencing: It would be better if all the perimeter were the same construction – block stucco wall. Creates a better sense of identity and eliminates opportunities for breaches. If I were living there, I would prefer 8'.

More Questions and Suggestions:

Is there any way to enforce "neighborhood traffic only"? Clark, Oriente, La Resolana, del Cielo and Consuelo bear the brunt of the heavy cut thru traffic between Carlos Rey and Richards Avenue. Once the Bridge over the Arroyo Chamiso is built, the additional traffic on Richards will move even more volume pressure onto these streets. Have we thought through neighborhood toll gates?

Will each of the apartment lots be separated from their neighbor's with a fence or wall? What type? What is the square footage of the back yard?

Another way to create an identity within the project is to plant a tree at the wall - lot line 'T' junction. That way everyone gets some shade, the carbon footprint is improved a bit, the QoL is enhanced. With all the stormwater collection opportunities I heard expressed, there should be ample water, with that and the roof runoff to keep 60 trees alive. Trees in the corner play areas are better than retention ponds. Trees in the mini common area are necessary.

Permeable pavement to encourage storm water collection and filtration in the road and parking areas. Good for trees as well.

Research the adjacent neighborhood coversion from single-family detached homes to multi-family and rental homes.

If the project is gated, how will ups and fedex delivery trucks enter and exit? Will the package recipient have to buzz in?

I think the closest city park is Brandt Park on the Siringo Road split. However, at the east point of connection with La Resolana, there is no safe access down the hill and into the "improved" sections of the park. Think about requesting a striped crosswalk at both Las Campanas and del Cielo.

July 22, 2019

RECEIVED
JUL 23 2019
Land Use Dept.

Margaret Ambrosino, City Planning Commision
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Ms Ambrosino:

My name is Rod Hasson and my wife is Cecilia Hasson. We have lived in the Tierra Escondida Neighborhood for over 35 years. I guess you could say we were around when the neighborhood was just taking off and we were one of the first to join Santa Fe Beautiful. The reason for this letter is to protest the development proposal for 1115 Calle La Resolana. This housing proposal of 45 units, two story, one to three-bedroom apartments on 2.5 acres with 78 parking spaces, is so wrong on so many levels. Can you imagine the problems associated with such concentrated housing, people and vehicles? The site is situated on a blind spot coming off, Calle Oriente into Calle la Resolana. From what we can gather, all vehicles will enter on Resolana and exit on a small easement onto Cerrillos Road by the Days Inn, seems pretty treacherous. Besides the overcrowding and danger for pedestrians, we also have the problem of surrounding neighborhood houses. The homes are all one story which brings us into light pollution for the one-story homes around the project. It was stated at the Early Notification meeting on July 9 that our locale did not have excessive crime, I beg to differ; while getting petitions to sign several neighbors told me that they had been broken into. One person stated that his house had been broken into twice in one year another told me four times while renting her home. We do have crime and we do find syringes on the sidewalks. At this point, I would like to take another tact and speak at the Low-Income Housing already in place in our neighborhood. The neighborhood feels that we are already super saturated with low income housing and that this project would tip the scales into a downward spiral. Recently, I looked at the area one point two miles to the north of this site and one point two miles south of this area. Going south on Cerrillos Road, there is the City Housing on Camino Consuelo, Casa Rufino apartments, Warren House apartments, Stage Coach apartments. Going north on Cerrillos Road we have Pete's Pets homeless shelter, Coronado condos and apartments, La Luz apartments for homeless families and Las Palomas apartments (9 or 10) Mega apartment complex. As you can see, we are under siege regarding Low Income Housing in our neighborhood. I personally think that approving this project is unethical and immoral for our neighborhood. We ask you to please come to our neighborhood walk with the neighbors and see for yourself what is good or bad for our neighborhood. We think you will see that this project is not well planned, nor is it the right site for the surrounding neighborhoods.

Sincerely,

Rod & Cecilia Hasson

Rod and Cecilia Hasson
CRHASSON@AOL.COM
505-471-4114

Tierra Escondida Neighborhood

RECEIVED
JUL 23
SANTA FE, NM

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

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- The proposed project improvements are two stories high, and all the surrounding residential properties are single level homes. This complete loss of privacy will force the residents to undertake extreme and most likely expensive measures to protect their privacy, and this doesn't even begin to address the loss of property values.

Lastly, it's our understanding that this project if built, would receive a Low Income Housing Tax Credit by the NM Mortgage Finance Authority. Thus it is assumed this project is low-income housing. Note that this neighborhood is already beyond challenged by being an area that is home to multiple providers of services specific to the needs of low-income persons as well as home to a 100 unit apartment complex to the NE that is leased primarily to low income persons.

As such, the project would be better suited for another location!

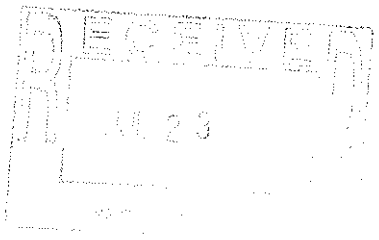
I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Deborah Linnell
2875 Clark Court
Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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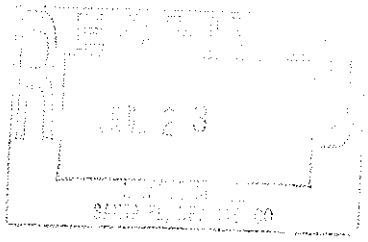
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Sincerely,

Anita Rodriguez
2879 Clark Court
Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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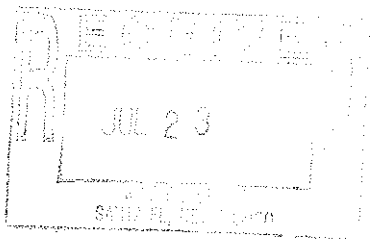
Carmela Bransford

2878 Clark Court 87507

Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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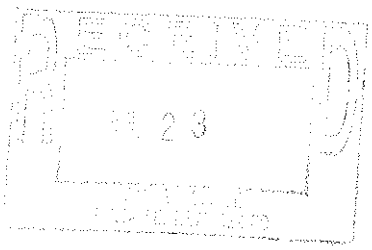
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Sincerely,

Carol Medina-Tilton

1109 Calle de Suenos
Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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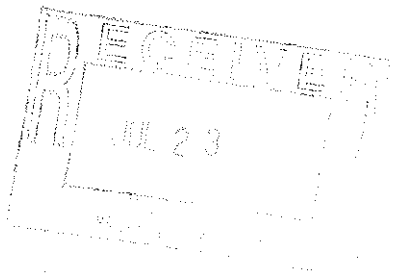
I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Susie Gaylord

2901 Calle De Oliente 87507
Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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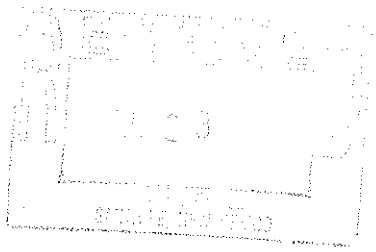
Scot Rieken

2867 Clark Ct.

Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
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Sincerely,

Mark Martinez

2866 Clark Ct.

Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
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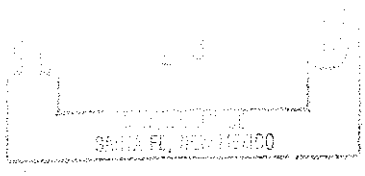
Sincerely,

Elizabeth Clair
2838 Calle De Oriente
Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909



Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

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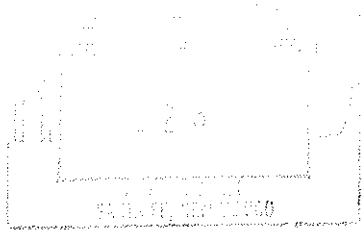
Sincerely,

Kathy Jackson
1124 A Calle La Resolana
Write in your address if applicable

401 G46

Tierra Escondida Neighborhood

July 18, 2019



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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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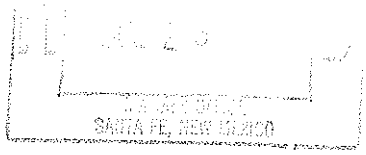
A Touch of Glass

1121 Calle la Resolana Santa Fe NM 87507

Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



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mayor@santafenm.gov
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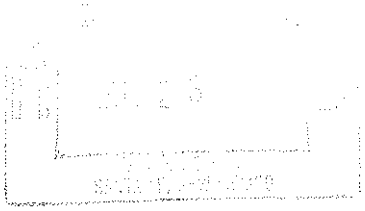
[illegible]

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Sincerely,

2912 Cerrillos Rd Santa Fe 87507
Write in your address if applicable

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mayor@santafenm.gov
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Sincerely,

Wallace Hayward

2222 CALLE DE ORIENTE

Write in your address if applicable

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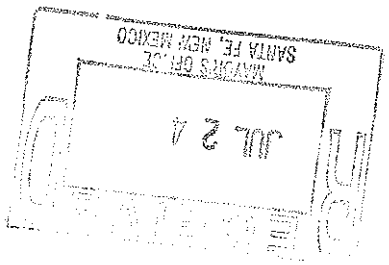
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Sincerely,

Paul G. Johnson
2870 Calle de Oriente
Write in your address if applicable SF, NM 87507

 G52

Tierra Escondida Neighborhood



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mayor@santafenm.gov
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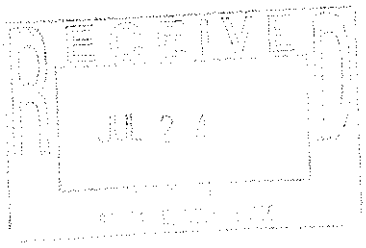
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Robert Larragoite
11524 Escondida Court
Santa Fe, NM 87507

Tierra Escondida Neighborhood

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mayor@santafenm.gov
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Sincerely,

Francesca Kartas
Calle de Oriente
Write in your address if applicable

 GSS

Tierra Escondida Neighborhood

RECEIVED
JUL 2 4

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mayor@santafenm.gov
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Sincerely,

Lawrence & Morgan
Linda L. Morgan
Write in your address if applicable

Owners
1120 Calle La Resolana

 G56

SHEETS:

DP001	DEVELOPMENT PLAN	L501	IRRIGATION PLAN
V001	LEGAL LOT OF RECORD	L502	IRRIGATION DETAILS
DP002	SITE OPEN SPACE PLAN	L701	PLANTING DETAILS
DP003	ARCHITECTURAL DESIGN STANDARDS POINTS AND TYPICAL EXTERIOR ELEVATIONS	C-101	SITE GRADING PLAN
		C-102	SITE UTILITY PLAN
DP004	ARCHITECTURAL DETAILS	C-103	SITE POWER AND LIGHTING
L301	LANDSCAPE PLAN	C-104	SITE LIGHTING PHOTOMETRICS
L401	LANDSCAPE DETAILS	C-105	EROSION CONTROL PLAN
L601	IRRIGATION PLAN	C-501	SITE DETAILS

SITE KEY:

NEW BUILDINGS

EXISTING BUILDINGS

NEW CONCRETE SIDEWALKS ADA PARKING AND/OR PATIOS, 2% MAX. CROSS SLOPE

NEW ASPHALT, SEE CIVIL

ADA ACCESSIBLE ROUTE

NEW PHYSICALLY ACCESSIBLE DWELLING UNIT

NEW HEARING/VISION ACCESSIBLE DWELLING UNIT

NEW ADA PARKING SPACE

KEY NOTES:

1. PROPERTY LINE
2. EXISTING FENCE OR YARDWALL
3. EXISTING UTILITY EASEMENT
4. EXISTING ACCESS AND UTILITY EASEMENT
5. EXISTING ASPHALT DRIVE AND PARKING
6. NEW TOWN HOUSE BUILDING, 2 STORY
7. NEW PARKING AREA, ASPHALT
8. NEW CONCRETE SIDEWALK, SLOPE 5% MAX. DIRECTION OF TRAVEL AND 2% CROSS SLOPE
9. NEW ADA SIDEWALK RAMP
10. NEW VEHICLE ACCESS DRIVEWAY.
11. NEW FENCE, 3'0 H. METAL, SEE DETAIL 1/DP0005
12. NEW USPS MAIL AND PARCEL BOX
13. NEW MONUMENT SIGN, SEE DETAIL 11/DP0004
14. NEW VEHICLE GATE, 6'0 H. METAL, ROLLING OR SWINGING ELECTRIC OPERATOR W/ FIRE DEPARTMENT HORN STROBE SENSOR
15. NEW YARDWALL, 8'0 H. MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
16. NEW YARDWALL, 6'0 H. MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
17. ADD 1'0 TO EXISTING YARD WALL, 8'0 COMPLETED HEIGHT
18. NEW TRASH AND RECYCLING ENCLOSURE, 6'0 H. MASONRY, STUCCO
19. NEW BIKE RACK, SEE DETAIL 2 AND 3/DP0005
20. NEW WHEEL STOP, CONCRETE
21. REPAIR EXISTING ASPHALT PAVING IF DAMAGED DURING INSTALLATION OF NEW DRIVEWAYS
22. OPEN SPACE SEE SHT DP02 FOR ALL REQUIREMENTS
23. PONDING AREA, SEE CIVIL
24. ADA PARKING SIGNAGE, SEE DETAIL
25. NEW BENCH, ADA ACCESSIBLE
26. NEW 15'0 SETBACK

PROJECT DATA

LOCATION: 3111 5 CALLE LA RESOLANA, SANTA FE, NEW MEXICO
EXISTING ZONING: C-2
HEIGHT: 45'0 MAXIMUM HEIGHT
SITE AREA: TRACT 1-A-2 2.592 ACRES (112,907 SF)

TRACT 1-A-2

MAXIMUM HEIGHT
- ALLOWABLE HEIGHT 45'0
- ACTUAL 26'0

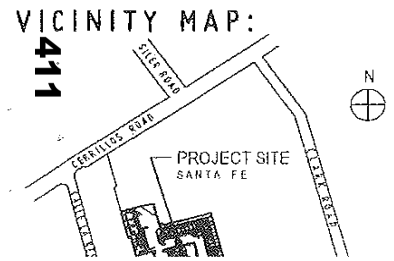
MAXIMUM LOT COVERAGE TABLE 14-7.3-1
- BUILDING AREA 46,573 SF
- SITE AREA 112,907 SF
- ALLOWABLE 40%
- ACTUAL 27,850 SF / 99,663 SF = 28.2%

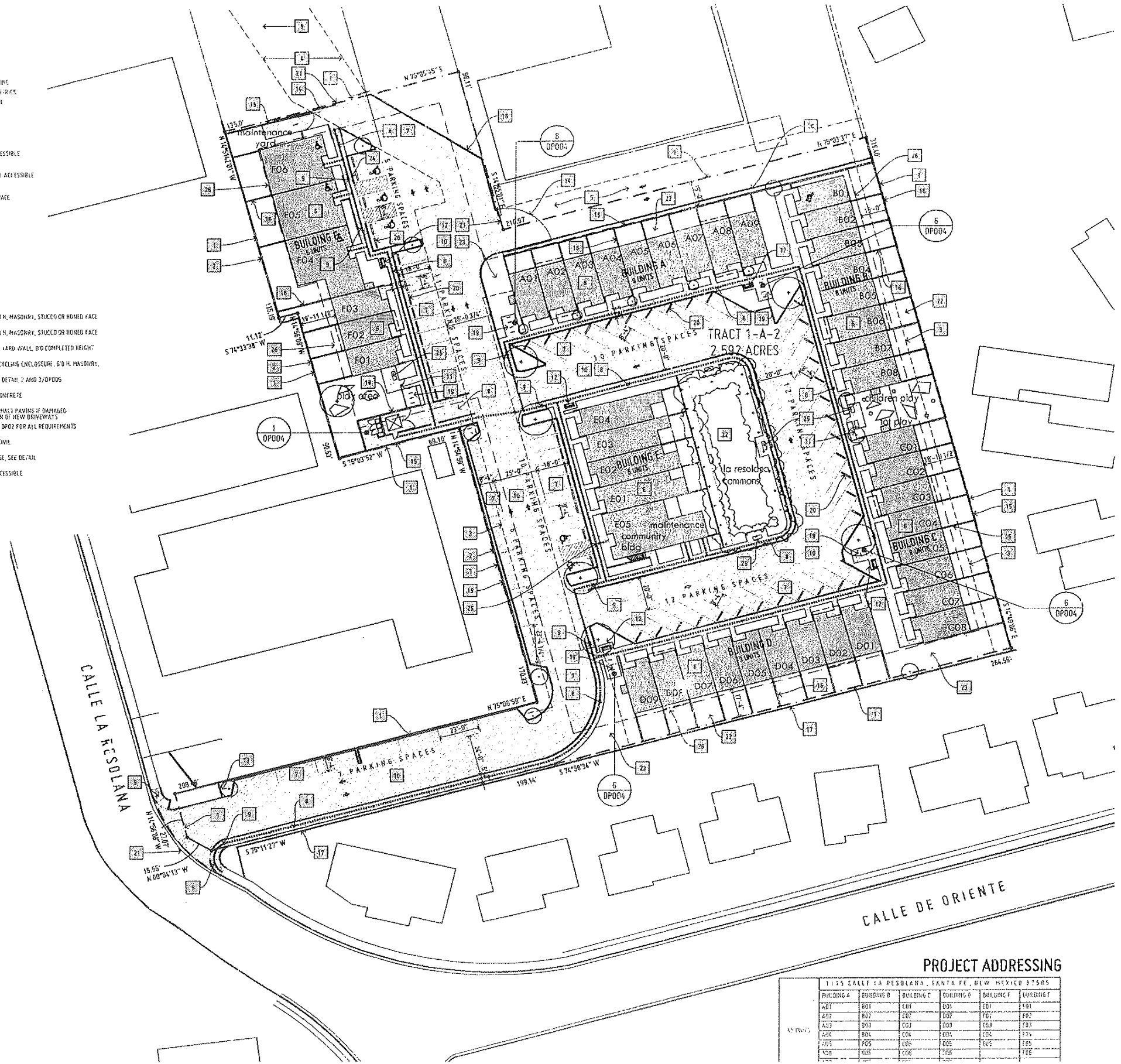
PARKING CALCULATION
- DWELLING UNITS 45 DU
- 39 - TWO BEDROOM DU (813 SF) X 1.5 SPACES / UNIT = 58.5
- 3 - THREE BEDROOM DU (1182 SF) X 1.5 SPACES / UNIT = 4.5
- 3 - THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT = 4.5
- COMMUNITY ROOMS 570 SF X 1/200 NET LEASABLE = 3
- OFFICE 570 SF X 1/350 NET LEASABLE = 1.6
- TOTAL REQUIRED 70
- PARKING PROVIDED 76

OFF-STREET BICYCLE PARKING
- 10% OF HOUSE PARKING SPACES REQUIRED 12
- BICYCLE PARKING PROVIDED 25

OPEN SPACE
- REQUIRED 45 DU X 250SF = 11,250 SF TOTAL
- PROVIDED 17,655 SF TOTAL

VICINITY MAP:





PROJECT ADDRESSING

1125 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87505					
BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F
A01	B01	C01	D01	E01	F01
A02	B02	C02	D02	E02	F02
A03	B03	C03	D03	E03	F03
A04	B04	C04	D04	E04	F04
A05	B05	C05	D05	E05	F05
A06	B06	C06	D06	E06	F06

PURPOSE OF THE DEVELOPMENT PLAN:

THE PURPOSE OF THE DEVELOPMENT PLAN IS FOR APPROVAL OF 45 UNITS OF AFFORDABLE TWO STORY TOWNHOUSE UNITS AND COMMUNITY LEASING OFFICES AND ALL ASSOCIATED SITE WORK

GENERAL NOTES

A. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS ARE DESCRIBED ON THE SUBDIVISION PLAT SO ARE NOT AREAS, ALL AS INCLUDED HEREIN.

B. PERMANENT TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER APPROVED PLAN BY THE DEVELOPER

C. ALL BUILDING WALLS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN WITH ACTUAL SIZE AND SHAPE OF EACH STRUCTURE CONTAINED WITHIN THE HEREIN DEFINED BUILDING ENVELOPES, INCLUDING WALLS AND FENCES, SUBJECT TO APPLICABLE BUILDING PERMIT REQUIREMENTS.

D. BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES

E. ALL PROPOSED CHANGES TO THIS APPROVED IMPROVEMENT PLANS SHALL RECEIVE PRIOR APPROVAL BY THE CITY OF SANTA FE'S PLANNING AND LAND USE DEPARTMENT BEFORE CONSTRUCTION

F. THIS DEVELOPMENT LIES WITHIN OF THE HISTORIC DISTRICT.

G. THIS DEVELOPMENT LIES OUTSIDE OF THE ARCHAEOLOGICAL REVIEW DISTRICT.

H. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS

I. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH PROVISIONS OF EACH APPLICABLE CITY OF SANTA FE ORDINANCE ADOPTED PRIOR TO FINAL PLAT AND/OR DEVELOPMENT PLAN RECORDING WITH THE COUNTY CLERK OR SUBMITTAL WITH A BUILDING PERMIT APPLICATION THAT MODIFIES ANY PROVISION OF REQUIREMENTS CALLED FOR IN CHAPTER 14, LAND USE DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.

J. BUILDABLE AREAS OF PLATTED PARCELS WILL BE DETERMINED AT THE TIME BUILDING PERMIT APPLICATION AS DETAILED IN THE LAND DEVELOPMENT CODE. ANY BUILDABLE AREAS SHOWN HEREON ARE SUBJECT TO RELOCATION PER CODE REQUIREMENTS.

K. UTILITY EXPANSION CHARGES SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION FOR EACH LOT.

L. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 14.1.0.1

M. AN APPROVED WATER SUPPLY FOR THE FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS IFC 1412.1

N. AN ADA INSPECTION SHALL BE CONDUCTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE CONTRACTOR SHALL CONTACT CITY STAFF TO SCHEDULE SUCH INSPECTION.

O. NO BUILDING PERMITS SHALL BE ISSUED UNTIL PARTIAL COMPLETION OF INFRASTRUCTURE IS OBTAINED.

P. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL SUBSTANTIAL COMPLETION OF THE INFRASTRUCTURE IS OBTAINED.

Q. ALL PROVISIONS OF THE INFRASTRUCTURE COMPLETION POLICY OF 7/1/2008 MUST BE FOLLOWED.

R. COMPLIANCE WITH ART 14-8.4 LANDSCAPING REQUIREMENTS PRIOT TO AND INCLUDING THIS AMENDMENT SHALL STILL APPLY.

S. PROPERTY DEVELOPMENT IS SUBJECT TO THE PROVISIONS OF SECTION 14-8.4(F)(5), PLANT MATERIALS STANDARDS,

T. THIS PROJECT IS SUBJECT TO A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP SHALL BE CONDUCTED IN ACCORDANCE WITH PHASE II OF THE NATIONAL POLLUTION ELIMINATION BOARD SYSTEM (NPDES)

U. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY ALL OWNERS OF THE SAN ISIDRO TODOS SANTOS APARTMENTS. INSPECTIONS SHALL BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO. INSPECTIONS SHALL BE CONDUCTED ON THE DRAINAGE FACILITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
ON OR ABOUT MARCH 15, ON OR ABOUT SEPTEMBER 15, AND AFTER EACH STORM EVENT OF 1-INCH OR GREATER. MAINTENANCE OF THE DRAINAGE FACILITIES SHALL BE CONDUCTED AND DOCUMENTED BY THE ENGINEER AND THE OWNER. THE OWNER SHALL MAINTAIN A FILE OF THE INSPECTIONS AND REMEDIAL ACTION CONDUCTED OF THE DRAINAGE FACILITIES. WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING:

1. FLUSH ALL CULVERTS, DROP INLETS AND DRAINAGE PIPES TO REMOVE SEDIMENTS AND VEGETATION THAT PREVENTS OR HINDERS THE FLOW OF STORM WATER IN THE DRAINAGE STRUCTURE(S).
2. REMOVE SEDIMENT IN PONDS THAT IS GREATER THAN 6-INCHES IN DEPTH, AND IF NECESSARY, RESEED WITH NATIVE GRASSES AND INSTALL FILTER FABRIC AND 3 TO 4 INCHES COBBLE AS DIRECTED BY THE ENGINEER.
3. INSPECT FOR SEDIMENTATION IN ALL SWALES, DITCHES, DRAINAGE PONDS AND REMOVE AND STABILIZED AS NECESSARY.
4. INSPECT FOR SOIL EROSION AT ALL DRAINAGE PONDS CUT AND FILL SLOPES, AND REPAIR OR STABILIZED ACCORDINGLY.
5. INSPECT THE STRUCTURAL INTEGRITY OF DRAINAGE PONDS, SLOPES, RIP-RAP, GABIONS, DROP INLETS, CULVERTS, ENERGY DISSIPATORS AND RETAINING WALLS, ROCK PLATING, EROSION CONTROL MATS OR BLANKETS AND REPAIR OR STABILIZED ACCORDINGLY.

STORMWATER AGREEMENT:

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORMWATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULLY FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES BY THE PROPERTY OWNER AND SUBSEQUENT HOAS, ASSIGNS, AND FUTURE OWNERS. THE CITY IS HEREBY GRANTED THE FOLLOWING: (1) ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; (2) IN THE EVENT OF DRAINAGE IMPROVEMENT MAINTENANCE DEFICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND (3) TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COST ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSTRUMENT, THE PROPERTY OWNER(S) APPROVED AND AGREE THAT THIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

OWNER'S PRINTED NAME — OWNER'S SIGNATURE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 20____, (OR EQUAL)

NOTARY PUBLIC — MY COMMISSION EXPIRES

PLANNING COMMISION APPROVAL, CASE #
APPROVED BY THE SUMMARY COMMITTEE AT THEIR MEETING OF ....

PLANNING COMMISSION CHAIR — DATE

PLANNING COMMISSION SECRETARY — DATE

CITY OF SANTA FE LAND USE APPROVAL

LAND USE CITY PLANNER — DATE

LAND USE CITY ENGINEER — DATE

COUNTY OF SANTA FE
STATE OF NEW MEXICO SS

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED AND RECORDED ON THE _____ DAY OR _____ A.D. 20_____ AT ____ O'CLOCK ____ M AND WAS DULY RECORDED IN BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE, GERLADINE SALAZAR, COUNTY CLERK, SANTA FE, NEW MEXICO

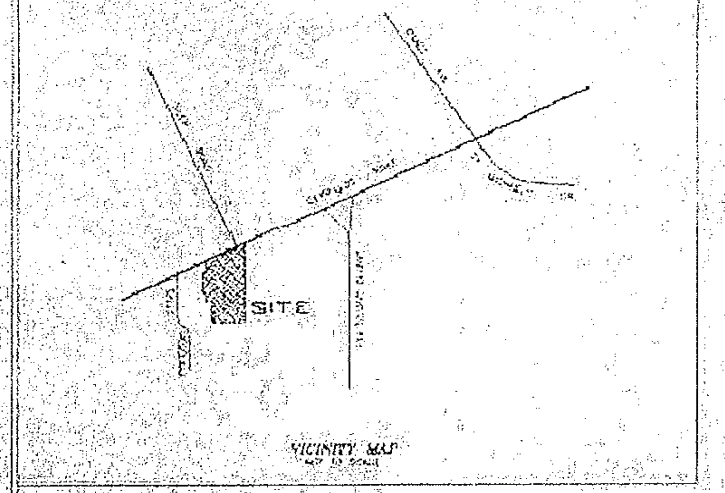
DEPUTY — INSTRUMENT #

ADA NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANSI A117.1-2009 REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1/20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1/48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WITH ANSI A117.1-2009 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY THAT STANDARD.

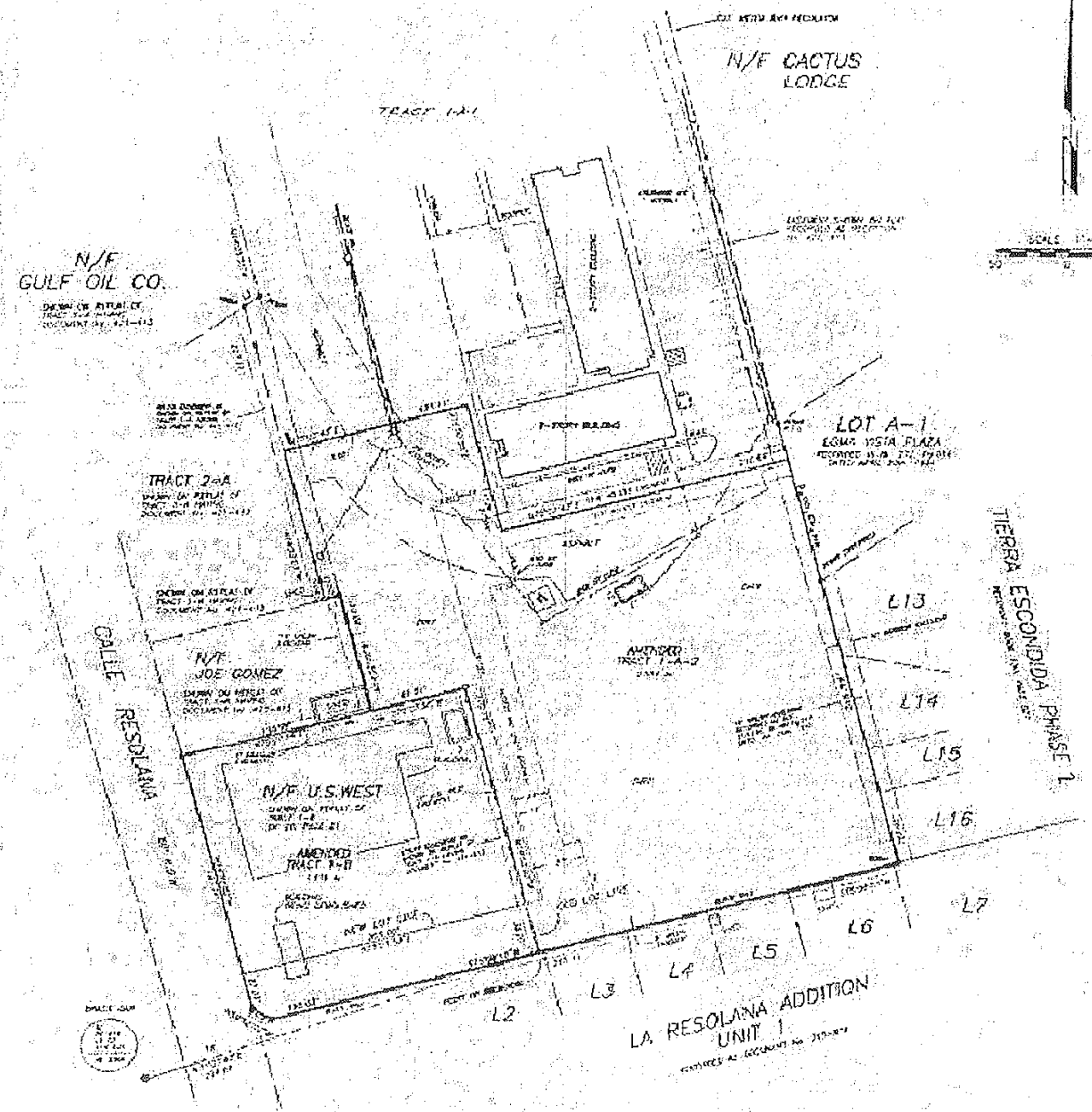
ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1/12 OR 8% SLOPE. (NOTE FOR, WOULD BE 10 FOR 1 SLOPE FOR CROSS SLOPES AND 8.33% FOR RAMPS



LEGEND

FLOOD ZONE

APPROVED BY THE CITY OF SANTA FE



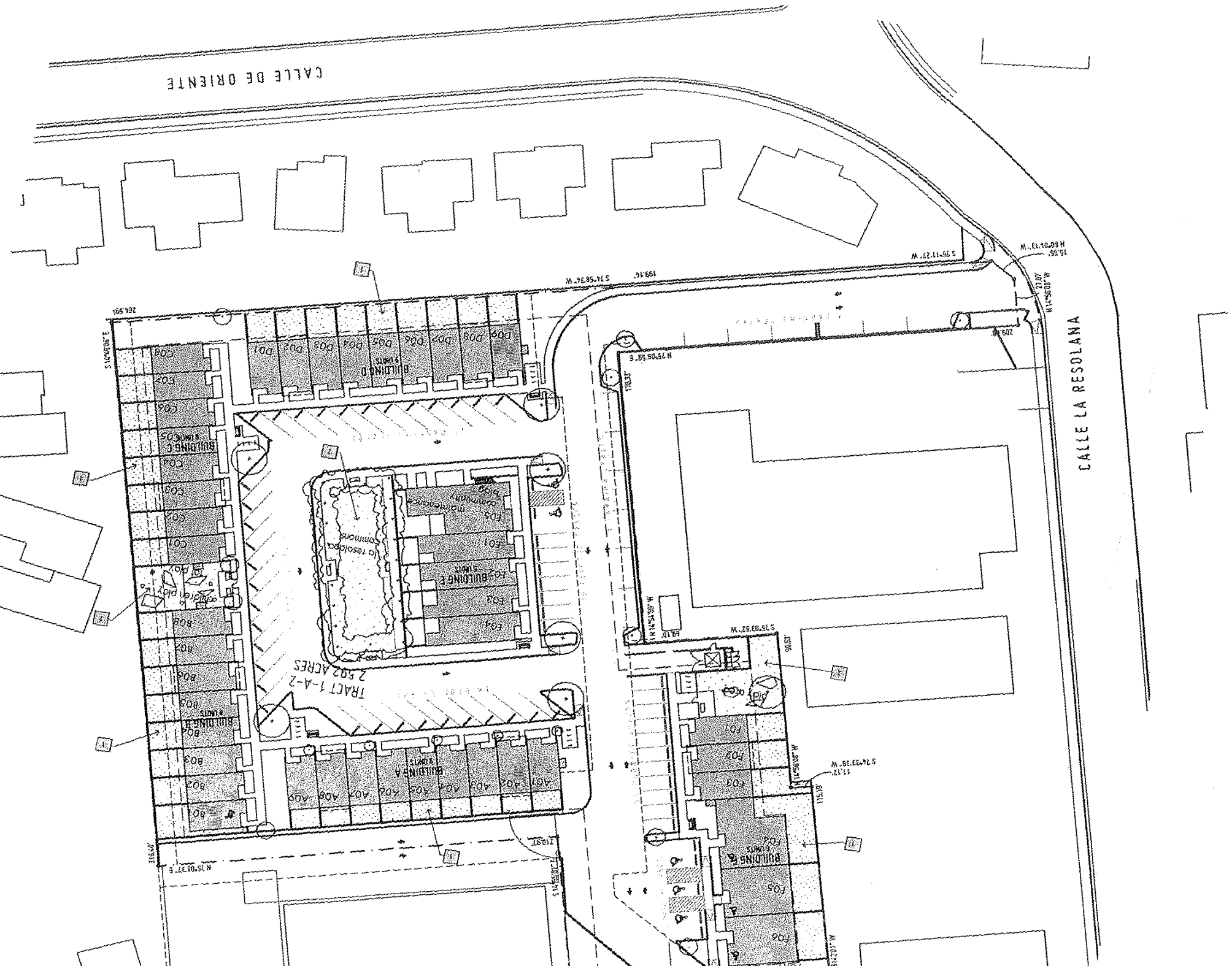
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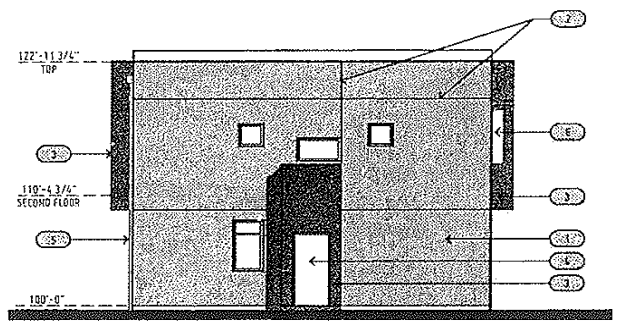
REFERENCE DOCUMENTS

REPLAT OF
TRACT 1-A-2, BK 64 PG 13
AND
TRACT 1-B, BK 26, P 22
LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M.
SANTA FE, NEW MEXICO

TAMSON SURVEYS INC.

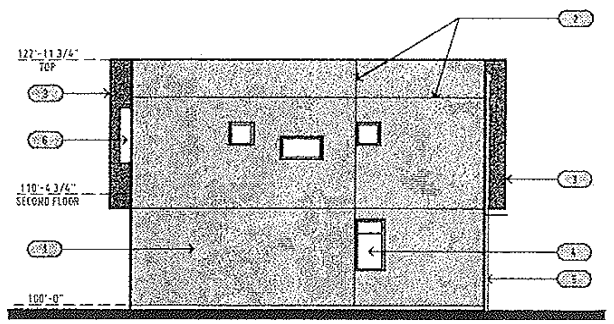
412


CALLE DE ORIENTE
CALLE LA RESOLANA
BUILDING A
BUILDING B
BUILDING C
BUILDING D
BUILDING E
BUILDING K
TRACT 1-A-2
2.502 ACRES
PROJECT DATA
KEY NOTES:



3 | TYPICAL RIGHT SIDE ELEVATION

DP003 | .... SCALE : 1/8" = 1'-0"



4 | TYPICAL LEFT SIDE ELEVATION

DP003 | — SCALE : 1/8" = 1'-0"



2 | TYPICAL REAR ELEVATION

DP003 | .... SCALE : 1/8" = 1'-0"



1 | TYPICAL FRONT ELEVATION

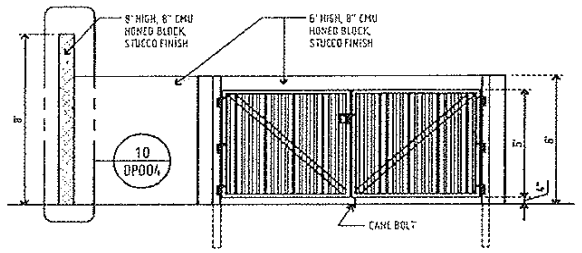
DP003 | .... SCALE : 1/8" = 1'-0"

(1) STUCCO SYSTEM
(2) STUCCO CONTROL JOINT
(3) METAL PANEL CLADDING SYSTEM
(4) DOOR OR WINDOW
(5) CONDUCTOR AND DOWNSPOUT
(6) 3/16" T x 12" DEEP STEEL WINDOW SHADES
(7) FIRE RISER ROOM
(8) SECOND FLOOR CANTILEVER

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations

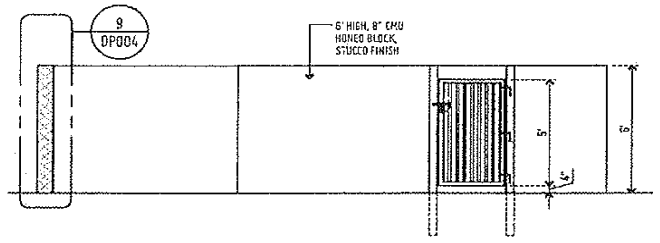
Architectural Design Standards		SFCC Point Allowances	Points Assigned	Discussion
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade	10	10	
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		
Predominant Material	(A) All surfaces are concealed from public view	20	20	
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Recessed 2"
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing appears to be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	
	(B) All building mounted equipment set forth in paragraph (A) above is either screened and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		

SHEE



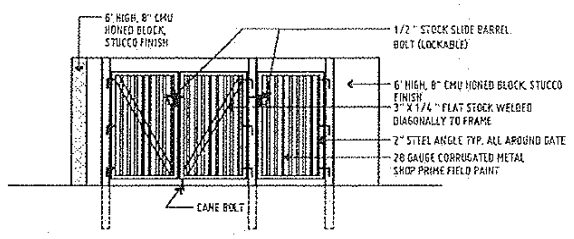
4 | DUMPSTER ELEVATION

DP004 | ---- SCALE : 1/4" = 1'-0"



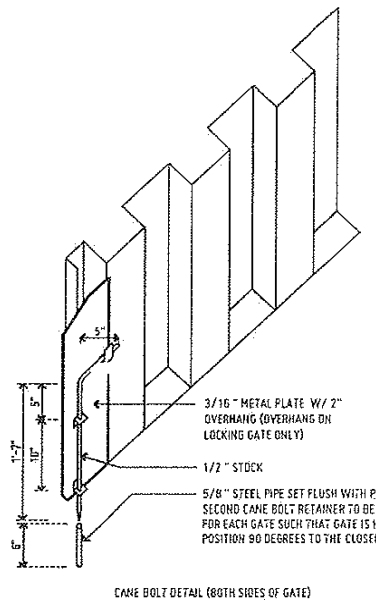
3 | DUMPSTER ELEVATION

DP004 | ---- SCALE : 1/4" = 1'-0"



2 | DUMPSTER ELEVATION

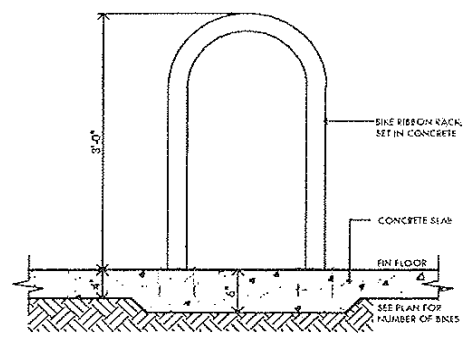
DP004 | ---- SCALE : 1/4" = 1'-0"



CANE BOLT DETAIL (BOTH SIDES OF GATE)

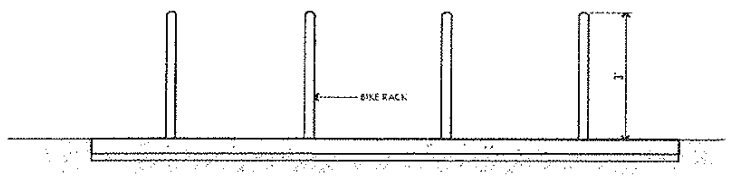
5 | CANE BOLD DETAIL

DP004 | ---- SCALE : 1" = 1'-0"



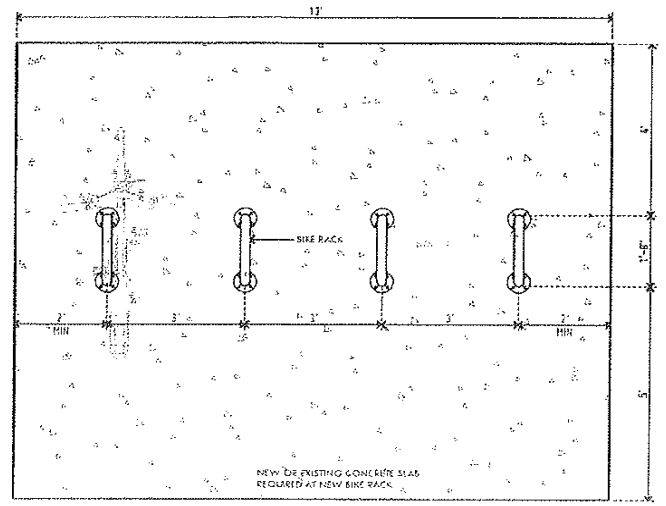
8 | BIKE RACK DETAIL

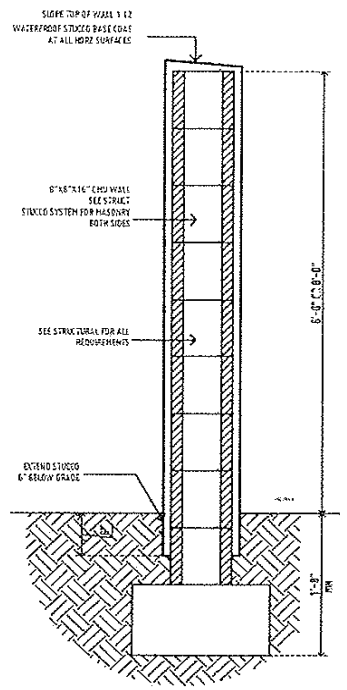
DP004 | ---- SCALE : 1" = 1'-0"



7 | TYPICAL BIKE RACK ELEVATION

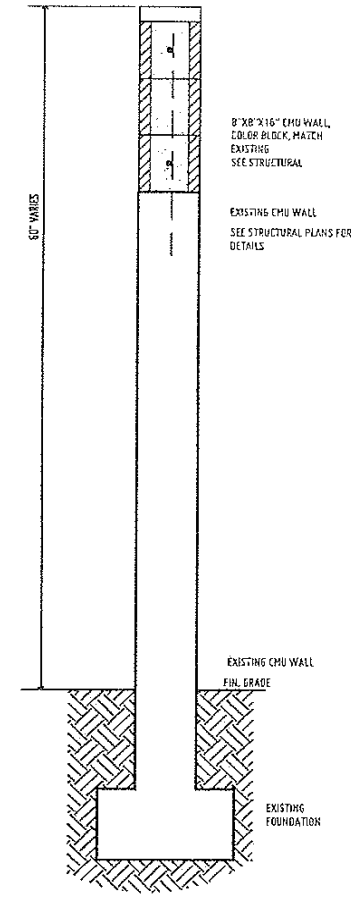
DP004 | ---- SCALE : 1/2" = 1'-0"





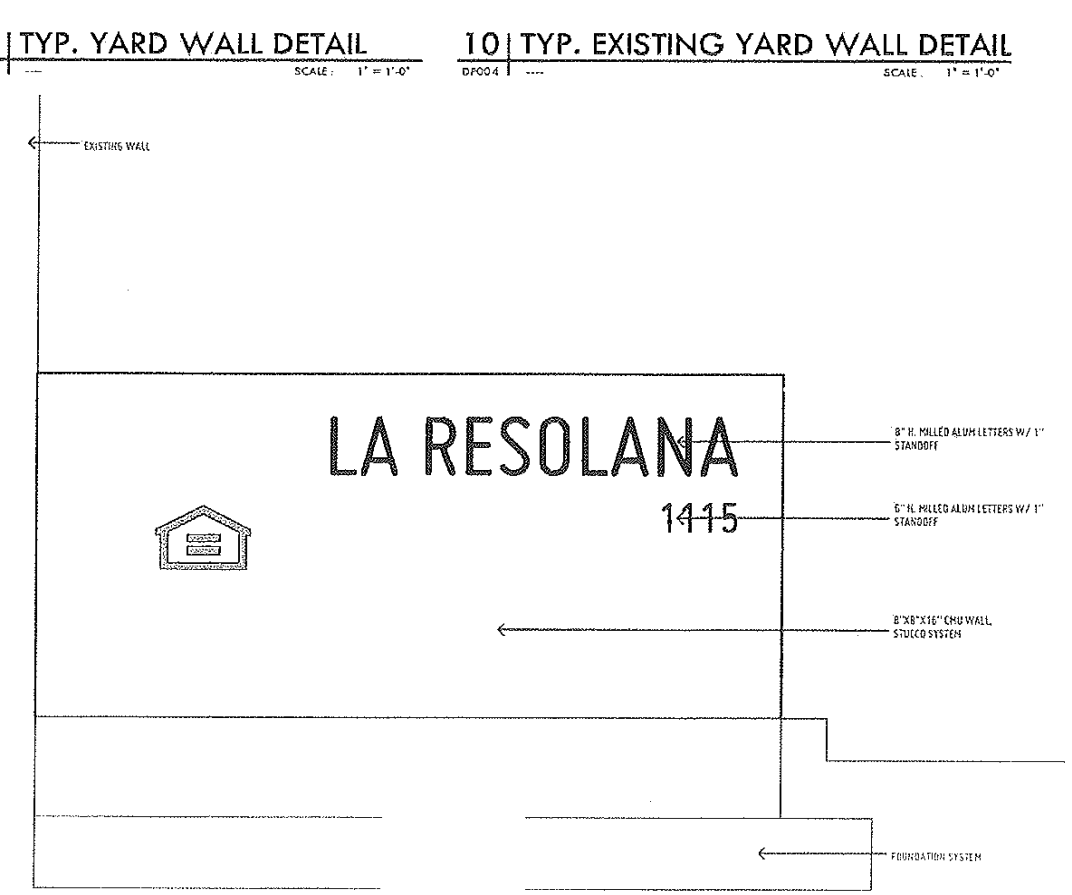
9 | TYP. YARD WALL DETAIL

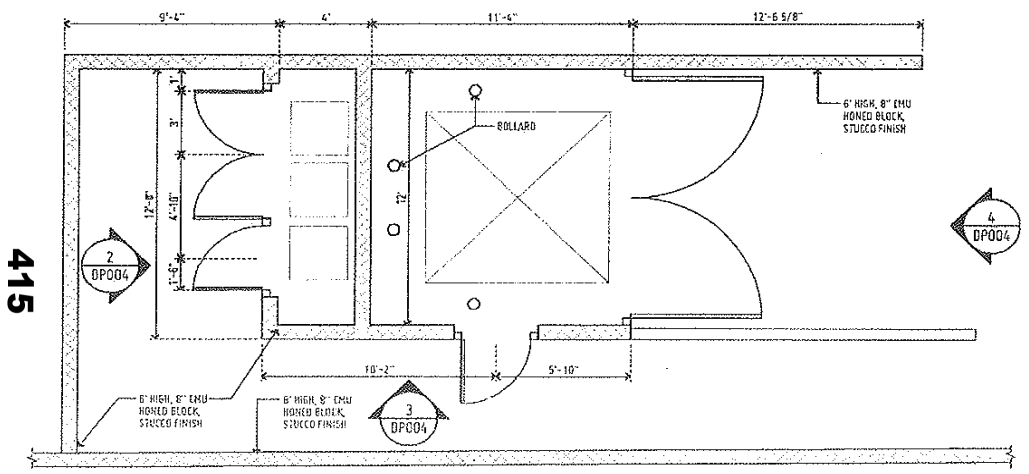
DP004 | ---- SCALE : 1" = 1'-0"



10 | TYP. EXISTING YARD WALL DETAIL

DP004 | ---- SCALE : 1" = 1'-0"





415

PAVEMENTS, CURBS, RAMPS

1.1	ENGINEERED WOOD FIBER	L401
1.2	PLAY SAND	L401
1.3	CONCRETE CURB	L401
1.4	CONCRETE RAMP	L401
1.5	CONCRETE AT ENGINEERED WOOD FIBER	L401
1.6	EXPANSION JOINT	L401
1.7	CONCRETE STEPS AT LAWN	L401

PLAY STRUCTURES

2.1	LANDSCAPE STRUCTURES; CUBE, #2051604, DIRECT BURY, FOR AGES 2-5	L401
2.2	GAMETIME; HONEYCOMB - SET OF 6- #GS006, FOR AGES 5-12	L401
2.3	GAME TIME; TRAVEL WALL - PRO - #13666, FOR AGES 13+	L401

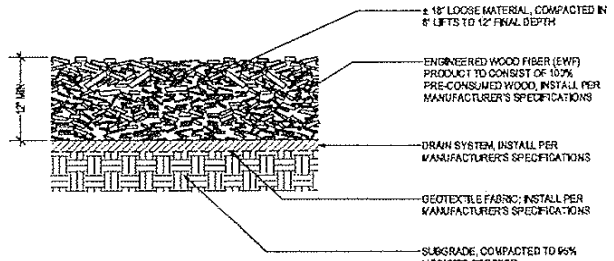
MATERIAL NOTES

01. PLAY EQUIPMENT FALL ZONE; AREA TO REMAIN CLEAR OF OBJECTS
02. BENCH TYP. BY ARCHITECT
03. BIKE RACK TYP. BY ARCHITECT

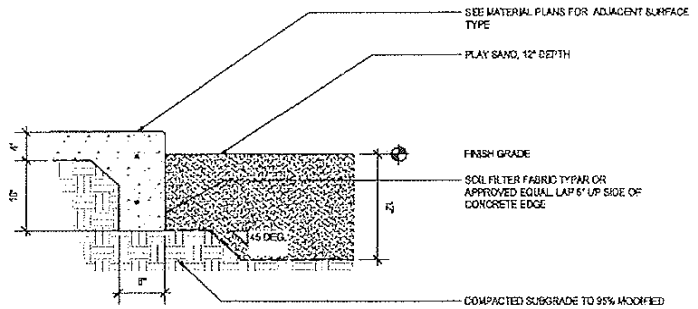
MATERIALS LEGEND

- CONCRETE PAVING; COLOR / FINISH TO MATCH ALL FLATWORK
- LAWN ; SEE PLANTING PLAN
- MULCH; 3/4" GRAVEL, WALDO, DAE SEE PLANTING DETAILS
- PLAY SAND (BUILDER'S SAND NOT ACCEPTABLE)
- ENGINEERED WOOD FIBER
- NATIVE SEEDING AT BOTTOM OF DETENTION POND

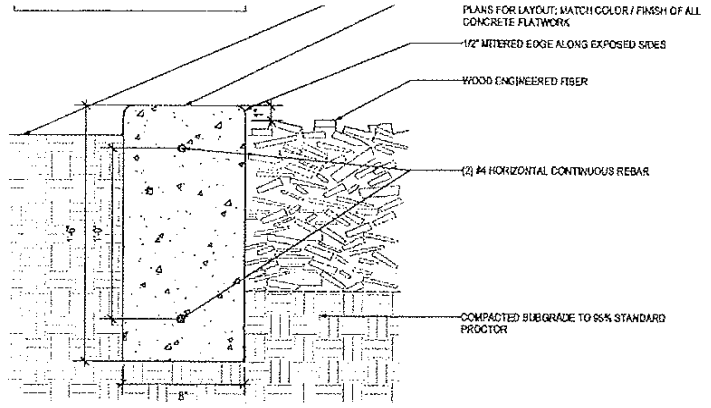
CALLE LA RESOLA



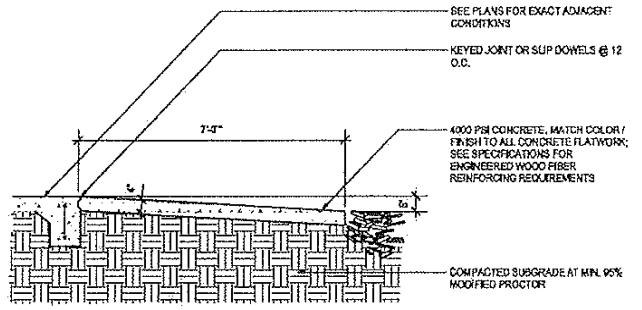
1.1 ENGINEERED WOOD FIBER
NTS



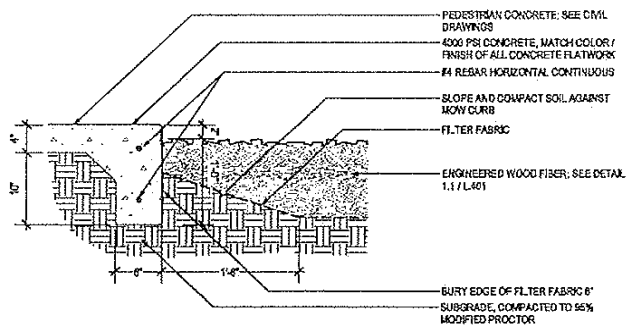
1.2 PLAY SAND
NTS



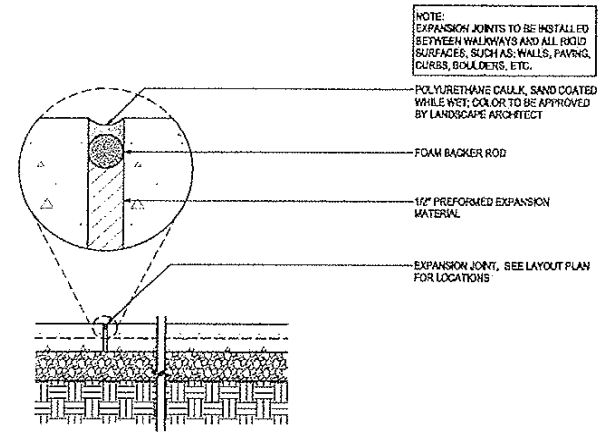
1.3 CONCRETE CURB
NTS



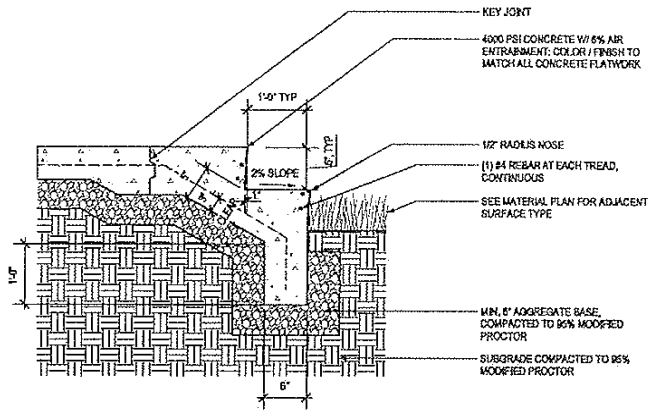
1.4 CONCRETE PLAY AREA RAMP
NTS



1.5 CONCRETE AT ENGINEERED WOOD FIBER
NTS



1.6 EXPANSION JOINT
NTS



1.7 CONCRETE STEPS AT LAWN
NTS

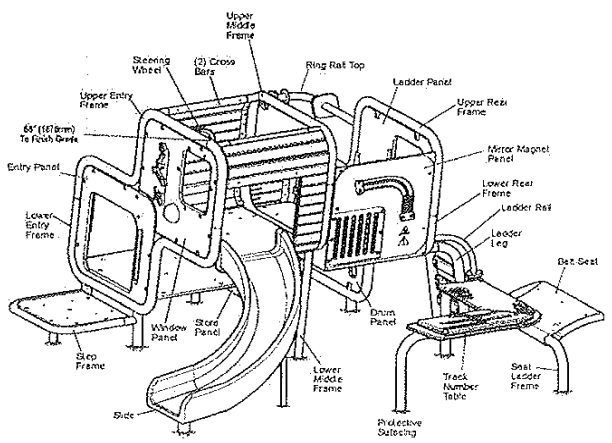
landscape structures

ISO 14001 REGISTERED

EASY-FIT NOTE

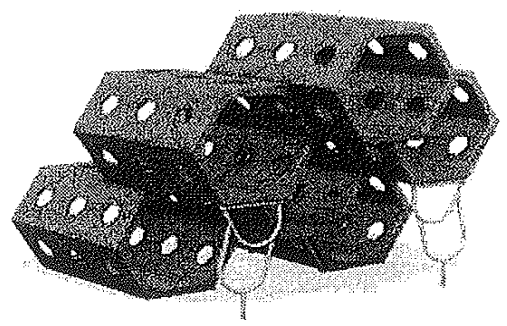
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DETAIL
FRONT VIEW



GameTime
A PlayCore Company

Honeycomb - Set of 6



Play areas will be abuzz as children venture into the honeycomb to discover the exciting world of bees. This play center favorite promotes imaginative play as children climb from cell to cell, or gather to socialize with friends. The tactile hexagonal design provides sensory benefits as children learn about the realistic honeycomb shapes, and the side view parts allow...

Features and Benefits:

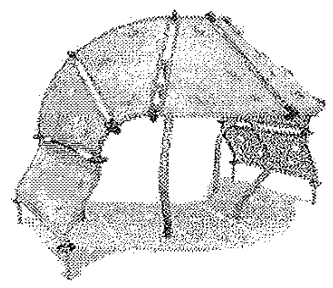
- Designed with single-wall rotationally molded plastic and steel pipe reinforced rings for strength and durability
- Tactile Honeycomb design etched into plastic provides sensory benefits and imaginative play opportunities
- Side view parts provide visibility into and out of each cell
- Self-draining design...

Model: 36008
Use Zone: 19' 2in X 19' 5in
Fall Height: 7'
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information

GameTime
A PlayCore Company

Travel Wall - Pro



Keep guests active with the Travel Wall - Pro, an interactive component that can be added to any Challenge Course. GameTime's exclusive obstacle course! Designed for ages 13+, the Pro version of the Travel Wall improves upper body strength, agility and coordination.

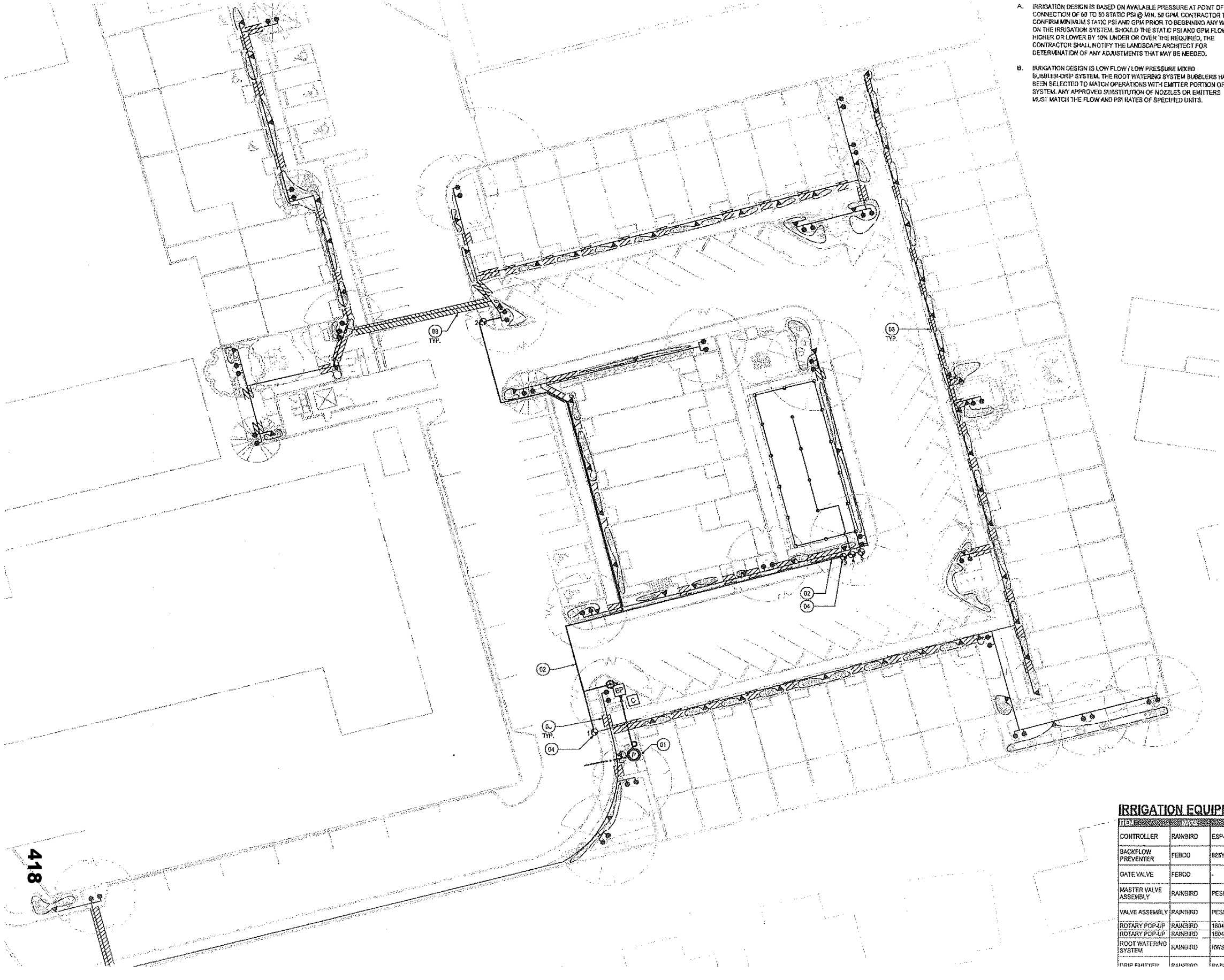
Features and Benefits:

- Customize your equipment by choosing your colors
- Adds height and dimension to your obstacle course

Model: 13655
Use Zone: 20'4" X 23'11"
Fall Height: 8'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information

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A. IRRIGATION DESIGN IS BASED ON AVAILABLE PRESSURE AT POINT OF CONNECTION OF 60 TO 80 STATIC PSI @ MIN. 50 GPM. CONTRACTOR TO CONFIRM MINIMUM STATIC PSI AND GPM PRIOR TO BEGINNING ANY WORK ON THE IRRIGATION SYSTEM. SHOULD THE STATIC PSI AND GPM FLOW BE HIGHER OR LOWER BY 10% UNDER OR OVER THE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT FOR DETERMINATION OF ANY ADJUSTMENTS THAT MAY BE NEEDED.

B. IRRIGATION DESIGN IS LOW FLOW / LOW PRESSURE MIXED BUBBLER-DRIP SYSTEM. THE ROOT WATERING SYSTEM BUBBLERS HAVE BEEN SELECTED TO MATCH OPERATIONS WITH EMITTER PORTION OF SYSTEM. ANY APPROVED SUBSTITUTION OF NOZZLES OR EMITTERS MUST MATCH THE FLOW AND PSI RATES OF SPECIFIED UNITS.

- WATER METER
- C — IRRIGATION CONTROLLER
- BP — REDUCE PRESSURE BACK FLOW PREVENTOR
- GATE VALVE
- MASTER VALVE
- DRIP VALVE ASSEMBLY
- MP ROTATOR
- ROOT WATERING SYSTEM
- DRIP TEE CONNECTION
- FV — DRAIN DOWN/FLUSH VALVE
- CITY MAIN WATER LINE
- IRRIGATION MAIN LINE
- IRRIGATION LATERAL LINE
- IRRIGATION DRIP PE LINE
- IRRIGATION SLEEVE (4" DIA)
- P — POINT OF CONNECTION TO MAIN WATER LINE

IRRIGATION NOTES

01. COORDINATE IRRIGATION POINT OF CONNECTION TO EXISTING WATER SYSTEM
02. ROUTE IS INTENDED TO BE IN CLOSEST PLANTER
03. SLEEVING TO BE INSTALLED PRIOR TO PAVING WORK BEGINS. SLEVE TO BE DEPTH OF LINE BEING SLEEVED
04. PLACE VALVE IN NEAREST PLANTER

NOTE:

TEST AND VERIFY THAT EXISTING WATER METER HAS GENERATED LEVEL OF WATER PRESSURE REQUIRED FOR NEW IRRIGATION SYSTEM

PIPE CHART, SCHED. 40; PVC

PIPE SIZE	FLOW RATE
1"	0 to 12
1 1/4"	13 to 22
1 1/2"	23 to 30
2"	31 to 50
2 1/2"	51 to 75
3"	76 to 110

VALVE CHART

STATION NO.	GENERAL LOCATION	HEAD TYPE	VALVE SIZE	TOTAL ZONE GPM	PSI @ HEAD
1	SOUTH + EAST PLANTING AREAS	MICRO/DRIP	1"	14.1	35
2	NORTH + WEST PLANTING AREAS	MICRO/DRIP	1"	8.2	35
3	CENTRAL PLANTING AREAS	MICRO/DRIP	1"	7.5	35
4	CENTRAL LAWN	POP-UP SPRAY	1"	10.0	35
5	CENTRAL LAWN	POP-UP SPRAY - 360	1"	5.7	35

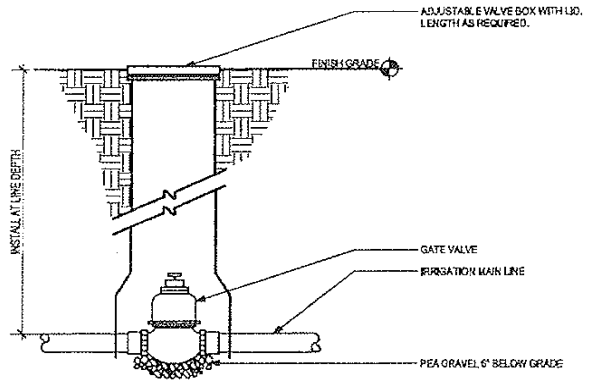
WATERING RATES BY PLANT TYPE

PLANT TYPE	HEAD TYPE	TOTAL GPH / PER PLANT
TREES - DECIDUOUS	BUBBLER /RWS (3 PER TREE)	0.75
TREES - EVERGREEN	BUBBLER /RWS (2 PER TREE)	0.5
PLANT TYPE	**HEAD TYPE**	**TOTAL GPH / PER PLANT**
SHRUBS / ORNAMENTAL GRASS	DRIP	3
PERENNIALS	DRIP	1

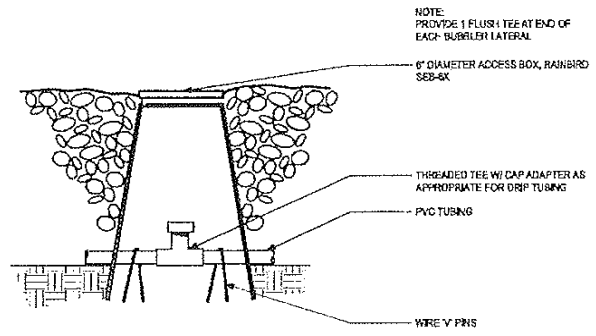
IRRIGATION EQUIPMENT SCHEDULE:

ITEM	MAKE	MODEL	SIZE	NOTES
CONTROLLER	RAINBIRD	ESP-8ME3	8 STATION	WALL CONTROLLER, PROVIDED BY RAINBIRD.
BACKFLOW PREVENTER	FEBCO	825Y	1"	INSTALL PER LOCAL CODES, IN HOT BOX WITH HEAT TAPE
GATE VALVE	FEBCO	-	LINE SIZE	BRASS BODY, FEMALE THREADED, SIZE SAME AS UPSTREAM LINE.
MASTER VALVE ASSEMBLY	RAINBIRD	PESB	SEE VALVE SCHEDULE	24 VOLT, AUTOMATIC REMOTE CONTROLLED VALVE NORMALLY CLOSED, W/ (1) SAME SIZED BALL VALVE UPSTREAM OF EACH VALVE.
VALVE ASSEMBLY	RAINBIRD	PESB W/ FILTER	SEE VALVE SCHEDULE	24 VOLT, AUTOMATIC REMOTE CONTROLLED VALVE NORMALLY CLOSED, LOW FLOW W/ 1.5" "Y" FILTER, 140M SCREEN, (1) SAME SIZED BALL VALVE UPSTREAM OF EACH VALVE.
ROTARY POP-UP	RAINBIRD	1804	-	NOZZLE SIZE, R-VAN18
ROTARY POP-UP	RAINBIRD	1804	-	NOZZLE SIZE, R-VAN18 -360
ROOT WATERING SYSTEM	RAINBIRD	RWS-M-B-C-1401	-	18" LONG WATERING TUBE, 1/4 GPM NOZZLE W/ CAP GRATE, PLACE SOIL FILTER FABRIC UNDER GRATE. PROVIDE 3 PER TREE, EXCEPT FOR PINES AND OAKS PROVIDE 2 PER TREE.
DRIP EMITTER	RAINBIRD	RAINBIRD	-	PROVIDE 2 GPH EMITTER PER SHRUB, 1 GPH EMITTER PER PERENNIAL

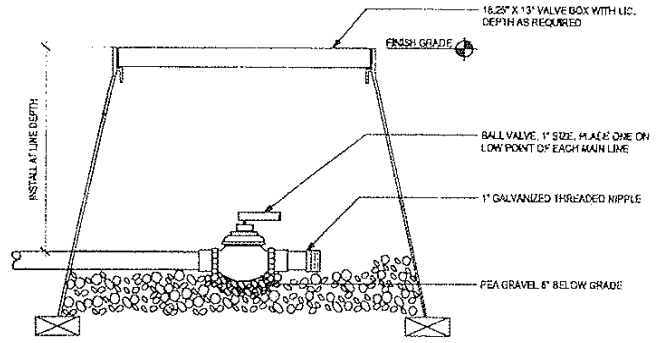
SHEET
IRR
PLA
L.6



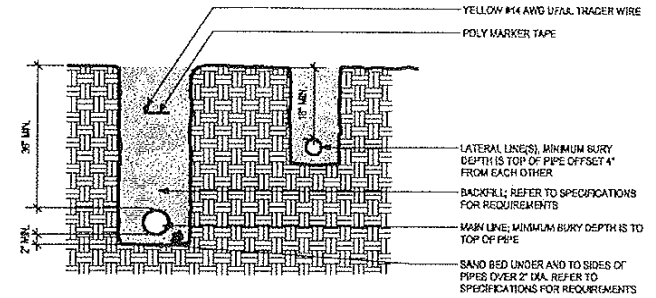
6.1 GATE VALVE
NTS



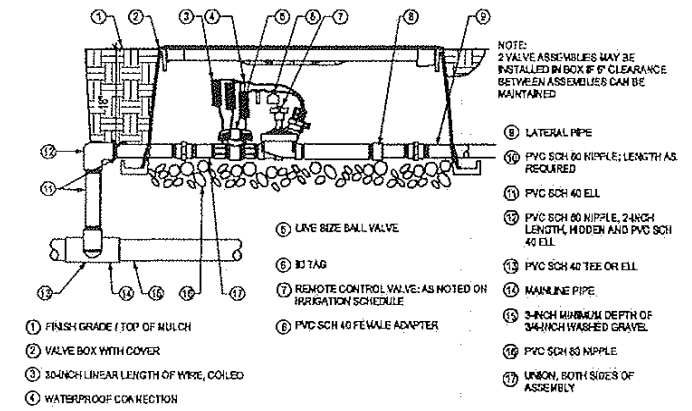
6.2 FLUSH TEE
NTS



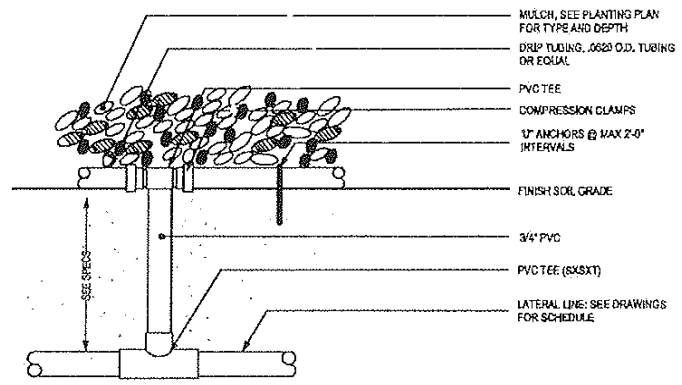
6.3 DRAIN DOWN VALVE
NTS



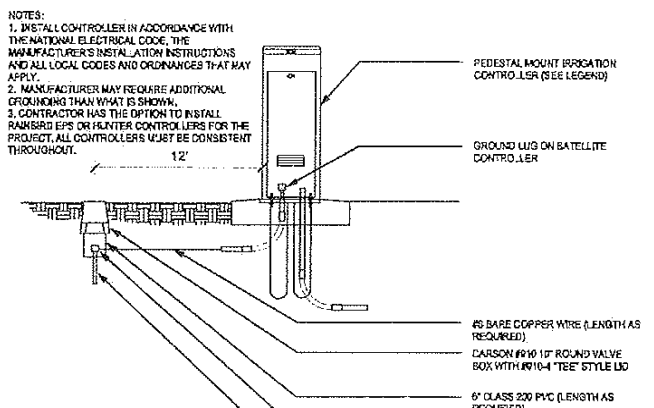
6.4 IRRIGATION PIPE BURY
NTS



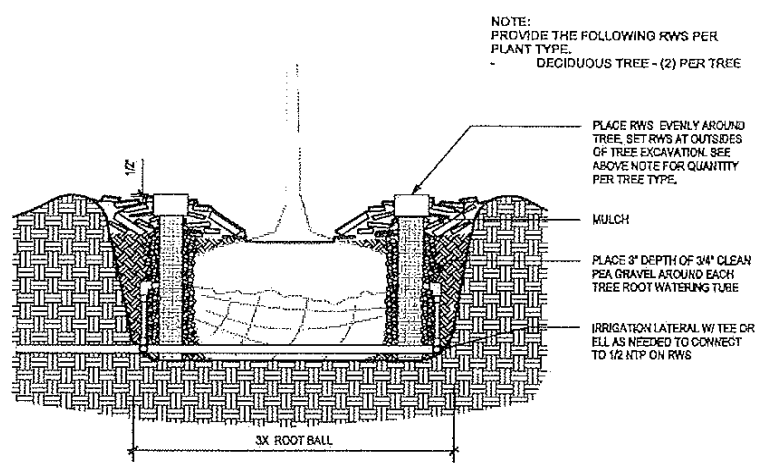
6.5 VALVE ASSEMBLY
NTS



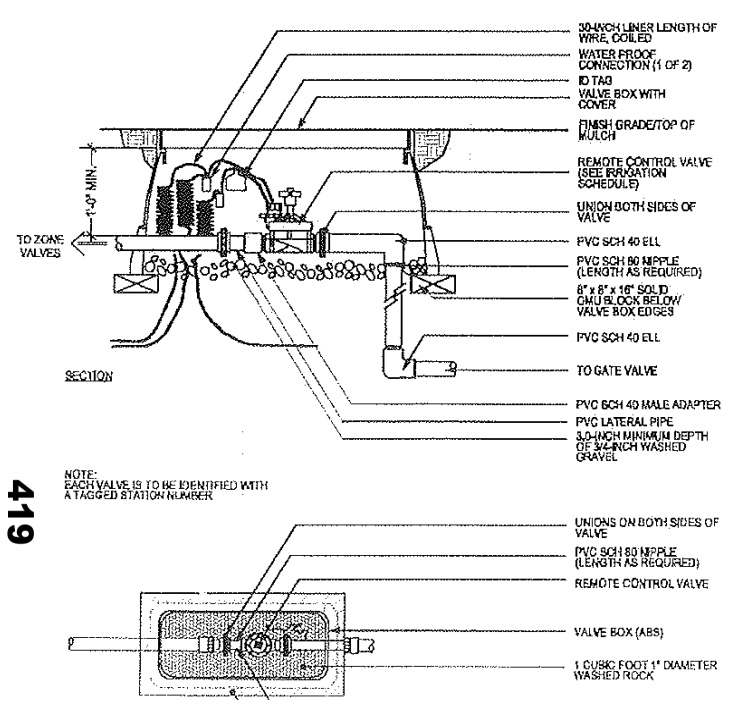
6.6 DRIP LINE TEE
NTS

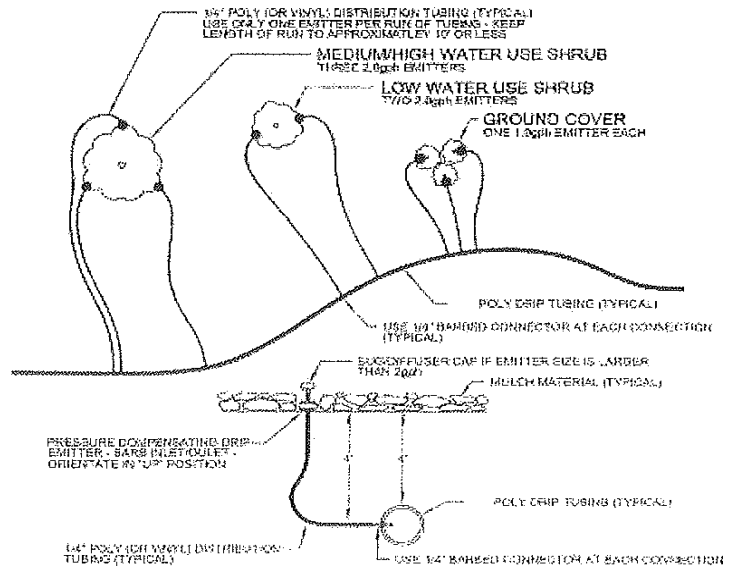


6.7 IRRIGATION CONTROLLER
NTS



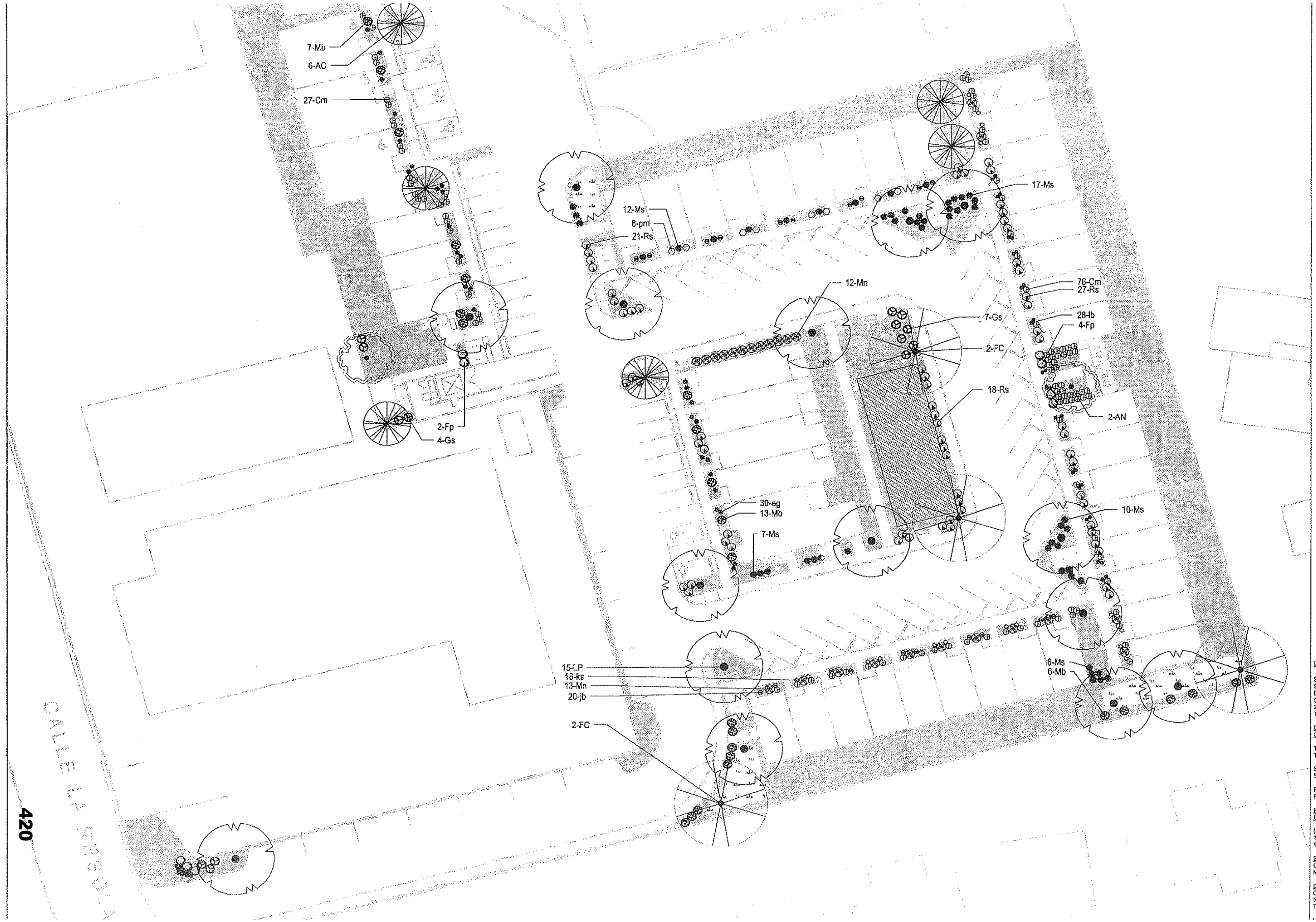
6.08 TREE ROOT WATERING SYSTEM
NTS





IMPORTANT NOTES:

1) DRIP EMITTER MUST BE PRESSURE COMPENSATING - WHEN SPECIFIED EMITTERS ARE NOT AVAILABLE
2) FOLLOW MANUFACTURERS INSTALLATIONS FOR RECOMMENDED FLUSH EMITTERS - NOTE INLET AND OUTLET SIDE OF EMITTER
3) BOOKEND ALL RUNS IN PLANTER WITH EMITTER OR EMITTER & 1/4" ELBOW
4) MAKE SURE ANY TUBING RUNS - TREE OR SHRUB - DO NOT BLOCK ACCESS TO VALVE BOXES. LEAVE ENOUGH SLACK IN THE TUBING TO FLEX AND CONTRACT WITH TEMPERATURE CHANGES.



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8.2. SHRUB PLANTING		L-702
8.3. PERENNIAL PLANTING		L-702
8.4. MULCH		L-702
8.5. SOIL PROFILE AT PLANTING BED		L-702

PLANT PALETTE

TREES

SYMBOL	ID	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	AC	6	Hesperocyparis arizonica	Arizona Cypress	8 FT
	AN	2	Acer negundo 'Sensation'	Sensation Boxelder	2.5" CAL
	FC	4	Populus fremontii	Fremont Cottonwood	2.5" CAL
	LP	15	Platanus x acerifolia	London Plane Tree 'Bloodgood'	2.5" CAL

SHRUBS

SYMBOL	ID	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	Fp	12	Fallugia paradoxa	Apache Plume	1 GAL
	Gs	16	Sporobolus wrightii	Giant Sacaton Grass	1 GAL
	Ms	26	Cytisus scoparius 'Moonlight'	Moonlight Broom	1 GAL
	Mn	25	Physocarpus monogynus	Mountain Ninebark	1 GAL
	Ms	52	Miscanthus sinensis	Melden Silvergrass	1 GAL
	Rs	66	Perovskia atriplicifolia	Russian Sage	1 GAL

PERENNIALS

SYMBOL	ID	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	ag	30	Agastache rupestris 'Glowing Embers'	Glowing Embers Licorice Hummingbird Mint	1 GAL
	Cm	103	Mahonia repens	Creeping Mahonia	1 GAL
	jb	20	Centranthus ruber Coccineus	Red Jupiter's Beard	1 GAL
	ks	16	Phlomis cashmeriana	Kashmir Sage	1 GAL
	lb	46	Schizachyrium scoparium 'Blaze'	Little Bluestem 'Blaze'	1 GAL
	pm	8	Callirhoe involucrata	Purple Poppy Mallow	1 GAL

SEED MIX LEGEND

TURFGRASS SOD

SEEDED NATIVE GRASS

LANDSCAPE CALCULATIONS

SITE AREA TOTAL (2.559 ACRES)	= 111,330 SF
SITE AREA WITHOUT BLDG (24,627 SF) + PARKING ROADWAY (40,506 SF)	= 46,206 SF
OPEN SPACE REQUIRED = 25 % OF LOT AREA - BLDG/PARKING) OR 46,206 X 0.25	= 11,551 SF
TOTAL PROVIDED	= 30,231 SF

OPEN SPACE LANDSCAPE REQUIREMENT: 1 TREE AND 2 SHRUBS PER 500 SF OF OPEN SPACE 30,231 SF

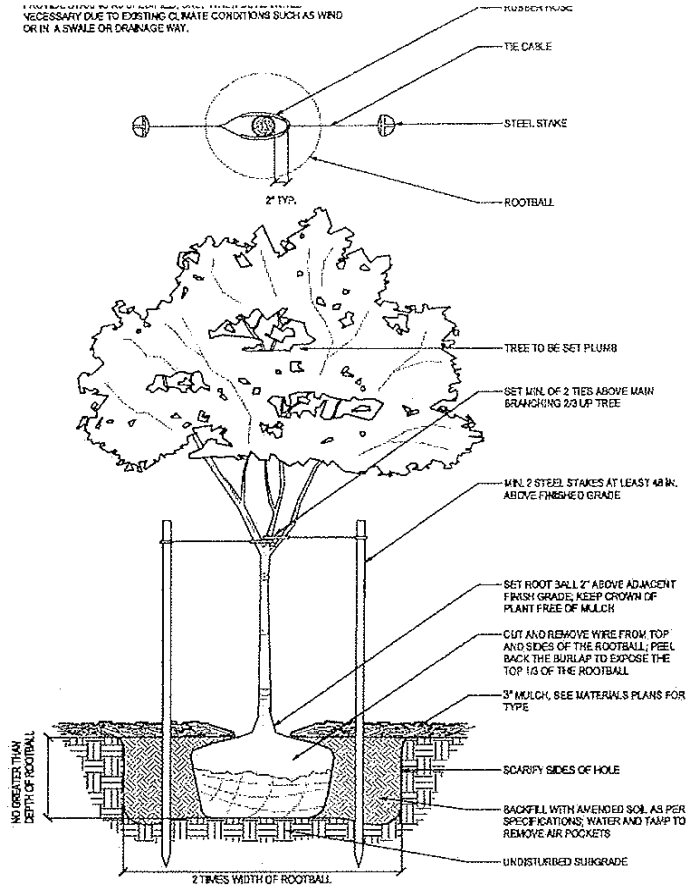
TREES REQUIRED	= 11,551 / 500 = 24 TREES
TREES PROVIDED	= 27 (25% OF REQUIRED TREES EVERGREEN = 6) 6 EVERGREEN TREES PROVIDED
SHRUBS REQUIRED	= (11,551 / 500) X 2 = 48 SHRUBS
SHRUBS PROVIDED	= 197 (25% OF REQUIRED SHRUBS EVERGREEN = 25) 94 EVERGREEN SHRUBS PROVIDED
PERENNIALS REQUIRED,	= NONE
PERENNIALS PROVIDED,	= 223

PARKING LOT LANDSCAPE REQUIREMENT: 10 SF PER PARKING STALL, 1 TREE PER 90 SF AREA REQUIRED

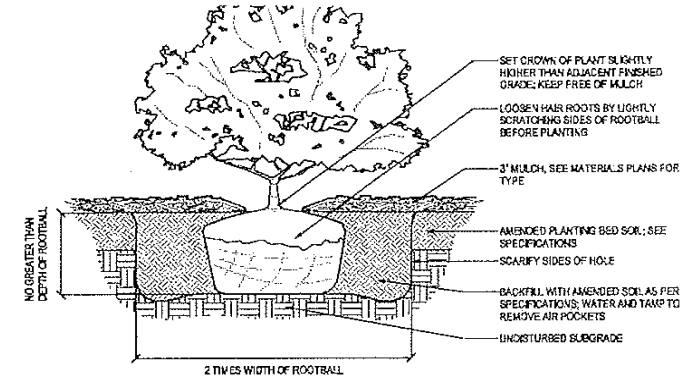
(74 SPACES x 10)	= 740 SF
TREES REQUIRED	= 9
TREES PROVIDED	= 14

STREET TREE REQUIREMENTS
ONE TREE MINIMUM PER 25-35' ALONG STREET
N/A - NO STREET

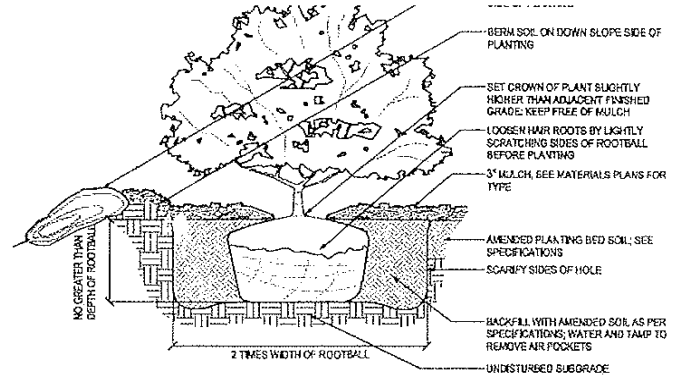
DETENTION POND PLANTING REQUIREMENTS
ONE TREE AND THREE SHRUBS / 500 SF OF DETENTION AREA
5000 SF DETENTION POND = 10 TREES AND 30 SHRUBS REQUIRED
TOTAL PROVIDED = 10 TREES AND 39 SHRUBS



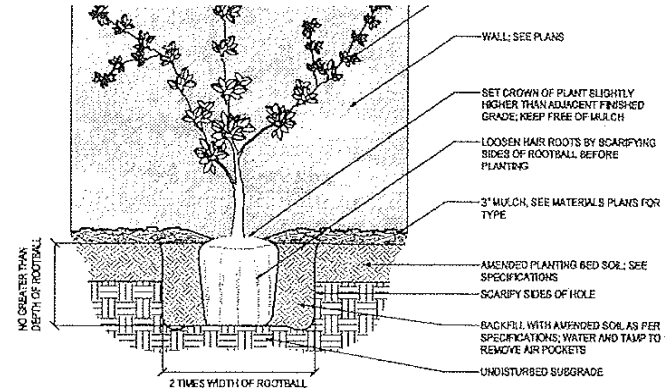
7.1 TREE PLANTING
NTS



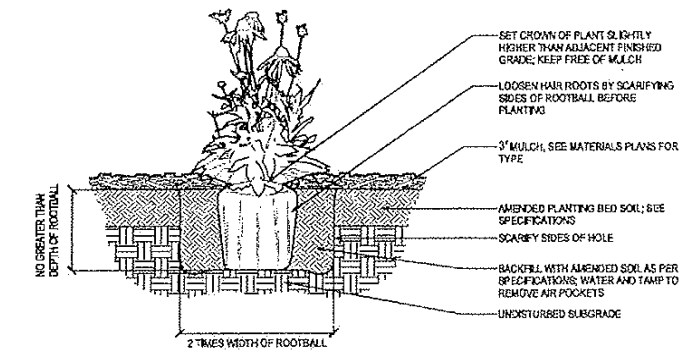
7.2 SHRUB PLANTING
NTS



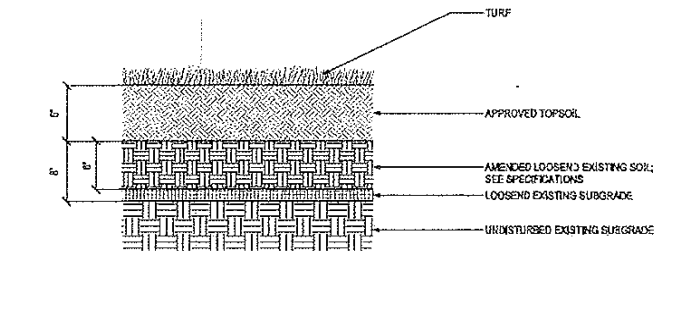
7.3 SHRUB PLANTING ON SLOPE
NTS



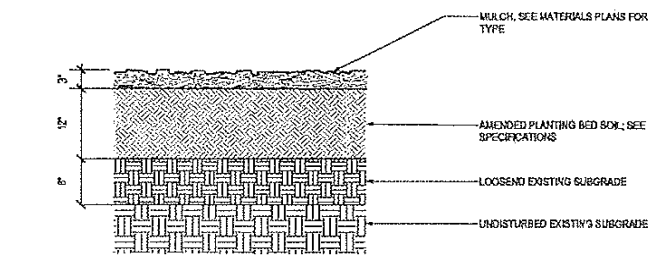
7.4 VINE PLANTING
NTS



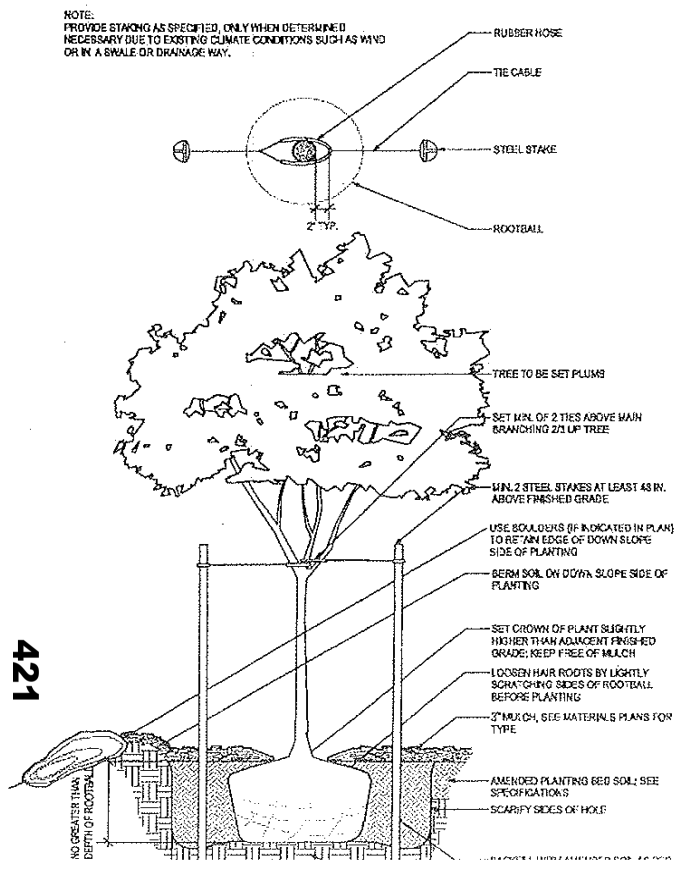
7.5 PERENNIAL PLANTING
NTS

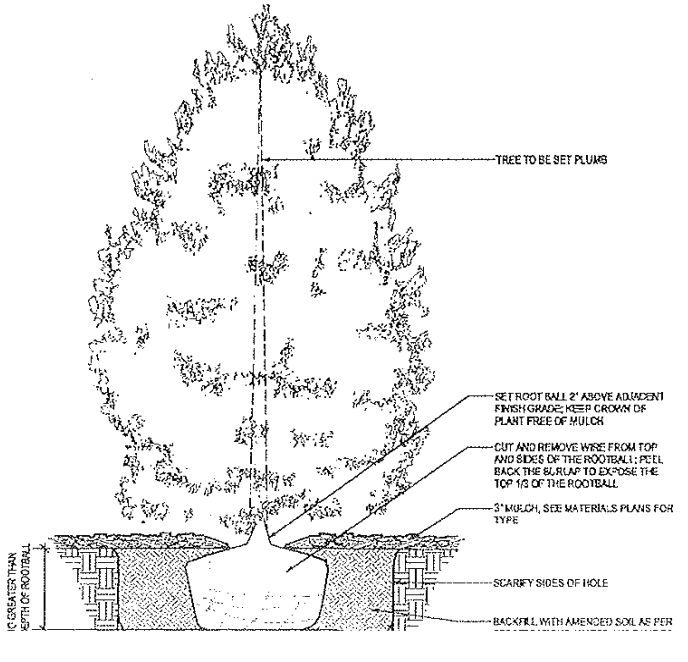


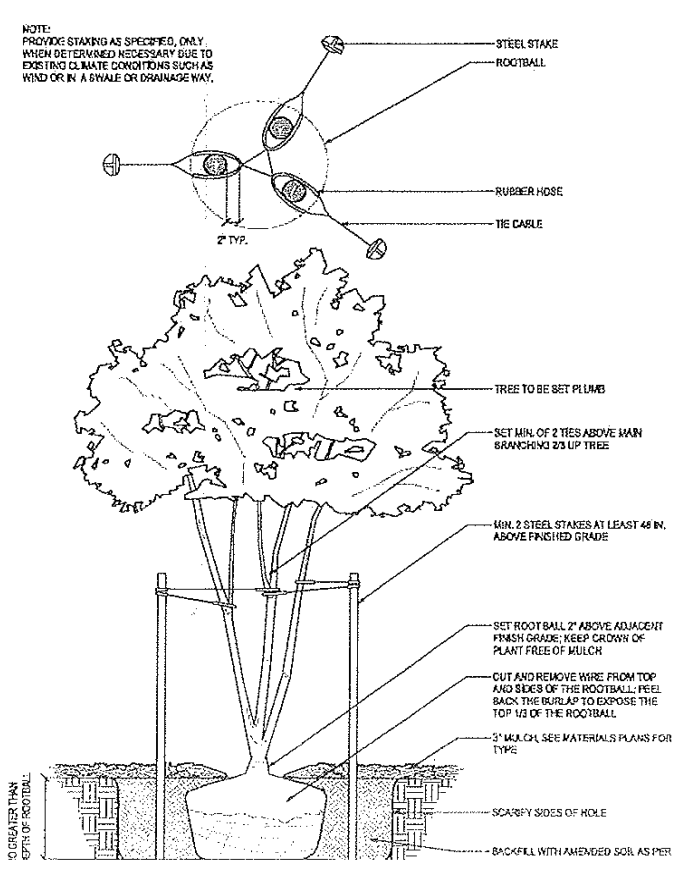
7.6 TURF
NTS

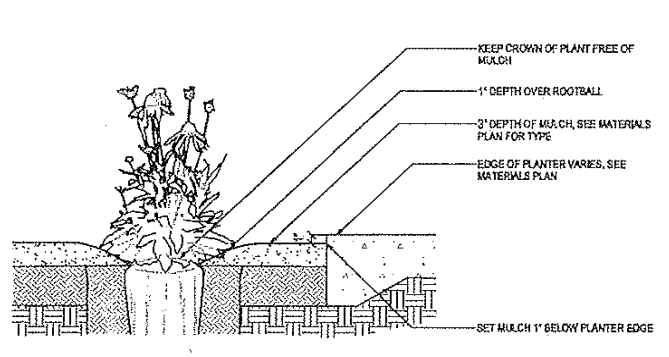


7.7 MULCH
NTS









7.11 SOIL PROFILE AT PLANTING BED
NTS

DEVELOPED RUNOFF

LA RESOLANA APARTMENTS
BASIN B Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DEVELOPED RUNOFF

LA RESOLANA APARTMENTS
BASIN C Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DEVELOPED RUNOFF

LA RESOLANA APARTMENTS
BASIN E Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DEVELOPED RUNOFF

NO EXISTING STRUCTURES WITH THIS DEVELOPMENT. SIX NEW MULTIFAMILY STRUCTURES WILL BE CONSTRUCTED.

HISTORICALLY, THIS PARCEL DRAINS FROM THE NORTH TO SOUTH. THE DEVELOPED RUNOFF HONORS THE EXISTING DRAINAGE PATTERNS, WHILE DIRECTING THE RUNOFF TOWARDS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS. THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN

2 NEW CONCRETE SIDEWALK
3 NEW ASPHALT DRIVEWAY/PARKING AREA
4 NEW DUMPSTER ENCLOSURE
5. NEW WALL
6 NEW CURB CUT IN EXISTING CURB FOR NEW ENTRANCE
7 EXISTING PAVEMENT ADJACENT TO THE DEVELOPMENT SHALL BE REPAIRED BY THE CONTRACTOR
8. NEW CURB
9. NEW ACCESSIBLE PARKING SPACES SEE DETAILS 2, 3, & 4/C-501.
10 NEW PONDING AREA. SEE DETAIL 5/C-501
11. WALL OPENING FOR DRAINAGE
12 DEPRESS ALL LANDSCAPE AREAS 3" FOR RAINWATER RECOVERY

LEGEND

6510	EXISTING INDEX CONTOUR
6509	EXISTING INTERIM CONTOUR
10	NEW INDEX CONTOUR
09	NEW INTERIM CONTOUR
4 22.8	NEW SPOT ELEVATION
x 22.37	EXISTING SPOT ELEVATION
	EXISTING CONCRETE SIDEWALK
	NEW CONCRETE SIDEWALK
	NEW ASPHALT PAVEMENT
	EXISTING BUILDING
	NEW BUILDING
FF	FINISH FLOOR ELEVATION
Ⓢ	EXISTING SANITARY SEWER MANHOLE
	DIRECTION OF FLOW
	EXISTING FIRE HYDRANT
	EXISTING GATE VALVE
	EXISTING UTILITY POLE
x	EXISTING FENCE LINE
	EXISTING WALL
	NEW WALL

422

CALLE RESOLANA
60' ROW

BASIN A
0.23 AC.

BASIN B
1.6 AC

BASIN C
0.37 AC

BASIN E
0.12 AC

BASIN D
0.14 AC

POND A
420 CU.FT

POND B
320 CU.FT

POND C
650 CU.FT

2 BASIN MAP
N.T.S

1 SITE GRADING PLAN

BUILDING F
FF=6722.0
FF=6721.0
FF=6721.0
FF=6720.0
FF=6720.0
FF=6720.0

BUILDING A
FF= 6720.0
FF= 6720.0
FF= 6720.0
FF= 6720.0
FF= 6720.0
FF= 6721.0
FF= 6721.0
FF= 6721.0
FF= 6721.0
FF=6722.0
FF=6722.0
FF=6721.0
FF=6721.0
FF=6720.0
FF=6720.0
FF=6719.0
FF=6719.0

BUILDING E
FF=6718.0
FF=6718.0
FF=6717.0
FF=6717.0

BUILDING B
FF=6719.0
FF=6718.0
FF=6718.0
FF=6717.0
FF=6717.0

BUILDING C
FF=6716.0
FF=6716.0
FF=6715.0
FF=6715.0

BUILDING D
FF= 6715.0
FF= 6715.0
FF= 6715.0
FF= 6715.0
FF= 6715.0
FF= 6716.0
FF= 6716.0
FF= 6716.0
FF= 6716.0

TOP OF POND
POND

TRACT 1-A-2
2.592 AC±

0 10 20 40

ABD Engineering

APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

B. TELEPHONE AND CABLE SERVICE TO BE COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY PROVIDERS.

C. SEE LANDSCAPE PLAN FOR DETAILS OF IRRIGATION SYSTEM.

KEYED NOTES (X)

1. NEW 1 1/2" WATER SERVICE LINE W/ 1" METER.
2. NEW PRIVATE 6" MAIN WATERLINE.
3. NEW PRIVATE 4" FIRE SERVICE LINE.
4. NEW PRIVATE 8" MAIN SANITARY SEWER LINE.
5. NEW 4" SERVICE SANITARY SEWER LINE W/DOUBLE CLEANOUT.
6. NEW SINGLE CLEANOUT.
7. NEW SANITARY SEWER MANHOLE.
8. NEW FIRE HYDRANT.
9. NEW 4" WATERLINE.
10. CONNECT TO EXISTING SANITARY SEWER MANHOLE.
11. CONNECT TO EXISTING WATERLINE.

- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVEMENT
- EXISTING BUILDING
- NEW BUILDING
- FF — FINISH FLOOR ELEVATION
- (S) — EXISTING SANITARY SEWER MANHOLE
- S — EXISTING SANITARY SEWER LINE
- S — NEW SANITARY SEWER LINE
- NEW SANITARY SEWER CLEANOUTS
- EXISTING STORM DRAIN STRUCTURE
- TOP OF PONDING AREA
- NEW FIRE HYDRANT
- NEW GATE VALVE
- W — NEW WATERLINE
- NEW WATER METER
- G — EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING FENCE LINE
- (S) — NEW SANITARY SEWER MANHOLE

LINE	BEARING	DISTANCE
L1	N60°04'13"W	16.65'
L2	N14°56'06"W	27.07'
L3	S75°03'52"W	11.00'

BUILDING F — FF=6722.0 / FF=6721.0 / FF=6721.0 / FF=6720.0 / FF=6720.0 / FF=6720.0

BUILDING A — FF= 6720.0 (x8) / FF= 6721.0 (x3) / FF=6722.0 / FF=6722.0 / FF=6721.0 / FF=6721.0 / FF=6720.0 / FF=6720.0 / FF=6719.0

BUILDING B — FF=6719.0 / FF=6718.0 / FF=6718.0 / FF=6717.0 / FF=6717.0

BUILDING E — FF=6718.0 / FF=6718.0 / FF=6717.0 / FF=6717.0 / FF= 6715.0

BUILDING C — FF=6717.0 / FF=6716.0 / FF=6716.0 / FF=6715.0 / FF=6715.0

BUILDING D — FF= 6715.0 (x5) / FF= 6716.0 (x4)

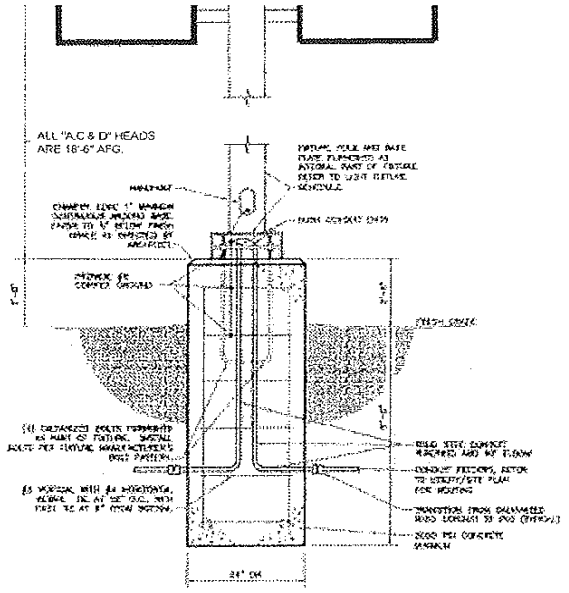
POND — TOP OF POND

TRACT 1-A-2 2.592 AC±

CALLE RESOLANA 60' ROW

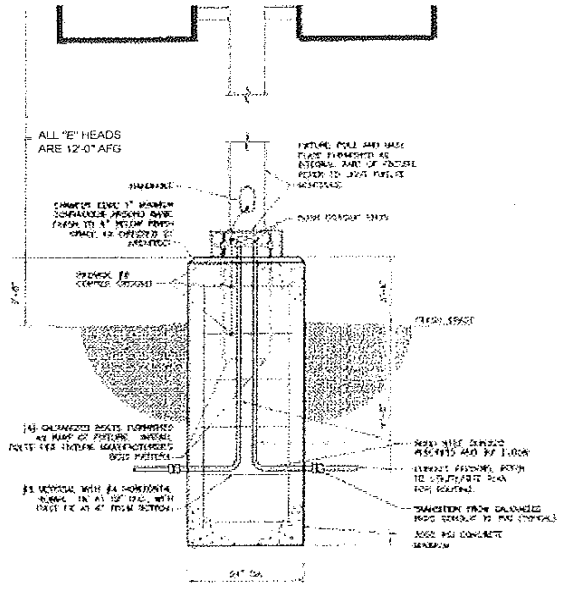
SITE UTILITY PLAN

0 10 20 40



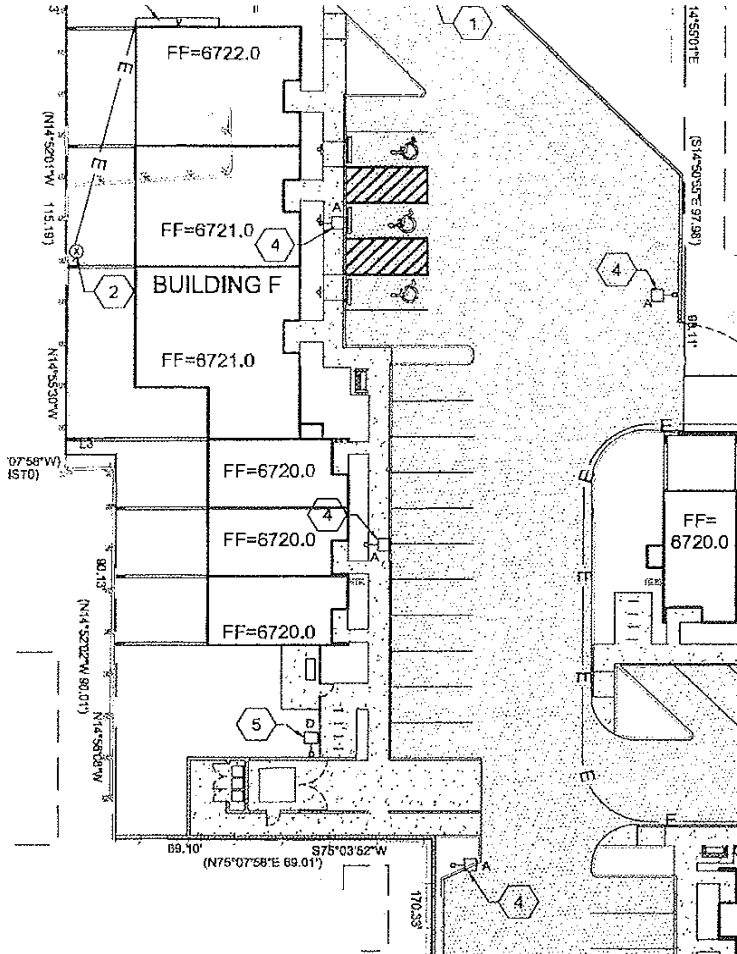
2 SITE LIGHT - TYPE A & C

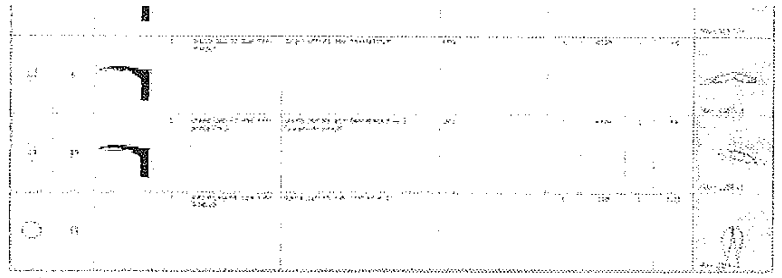
Scale: NTS



3 SITE LIGHT - TYPE D

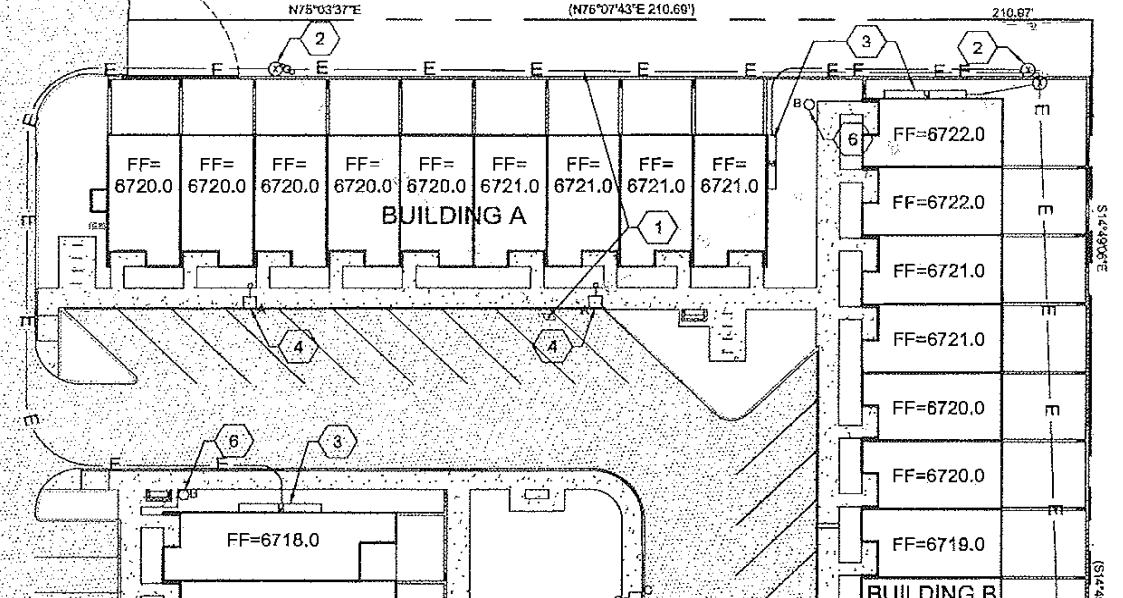
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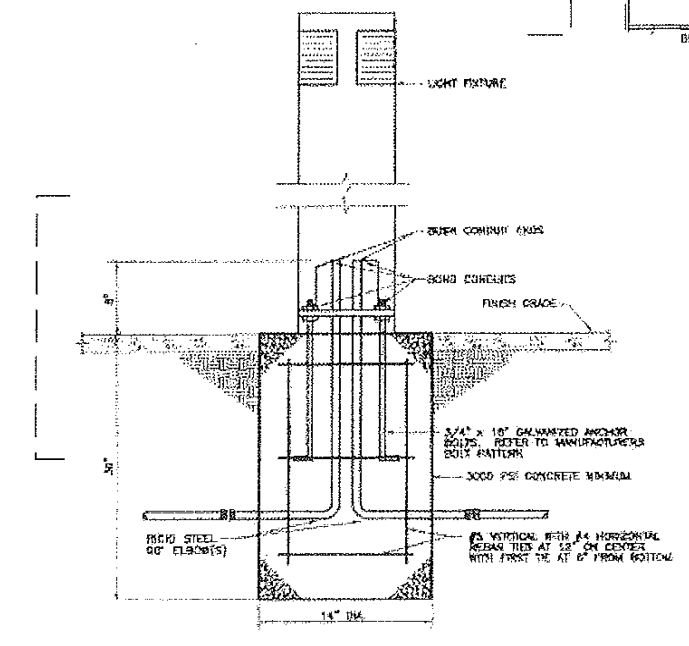




5 SITE LIGHT SCHEDULE

Scale: NTS





4 SITE LIGHT - TYPE B

Scale: NTS

KEYED NOTES

1. REMOVE EXISTING POLE POWER POLE AND REROUTE OVERHEAD ELECTRICAL POWER LINES. GC TO COORDINATE WITH P.N.M.
2. NEW POLE MOUNTED TRANSFORMER BY P.N.M. WITH UNDERGROUND FEEDER DROP TO GANGABLE METERS.
3. NEW GANGABLE / MODULAR ASSEMBLY WITH QUANTITY OF METERS / MAINS REQUIRED PER BUILDING, INCLUDING A 'HOUSE' PANEL.
4. NEW SITE LIGHT TYPE-A&C, SCREEN SIDES AT ADJACENT PROPERTIES.
5. NEW SITE LIGHT TYPE-D, SCREEN LIGHT CONE TOWARD GROUND.
6. NEW SITE LIGHT TYPE-B, SCREEN LIGHT TOWARD GROUND.
7. SITE LIGHTING HOUSE METER. EXTEND BRANCH CIRCUITS THRU EXTERIOR LIGHTING CONTROL AT RESPECTIVE BUILDING WITH DUSK-ON/DUST-OFF CONTROL.

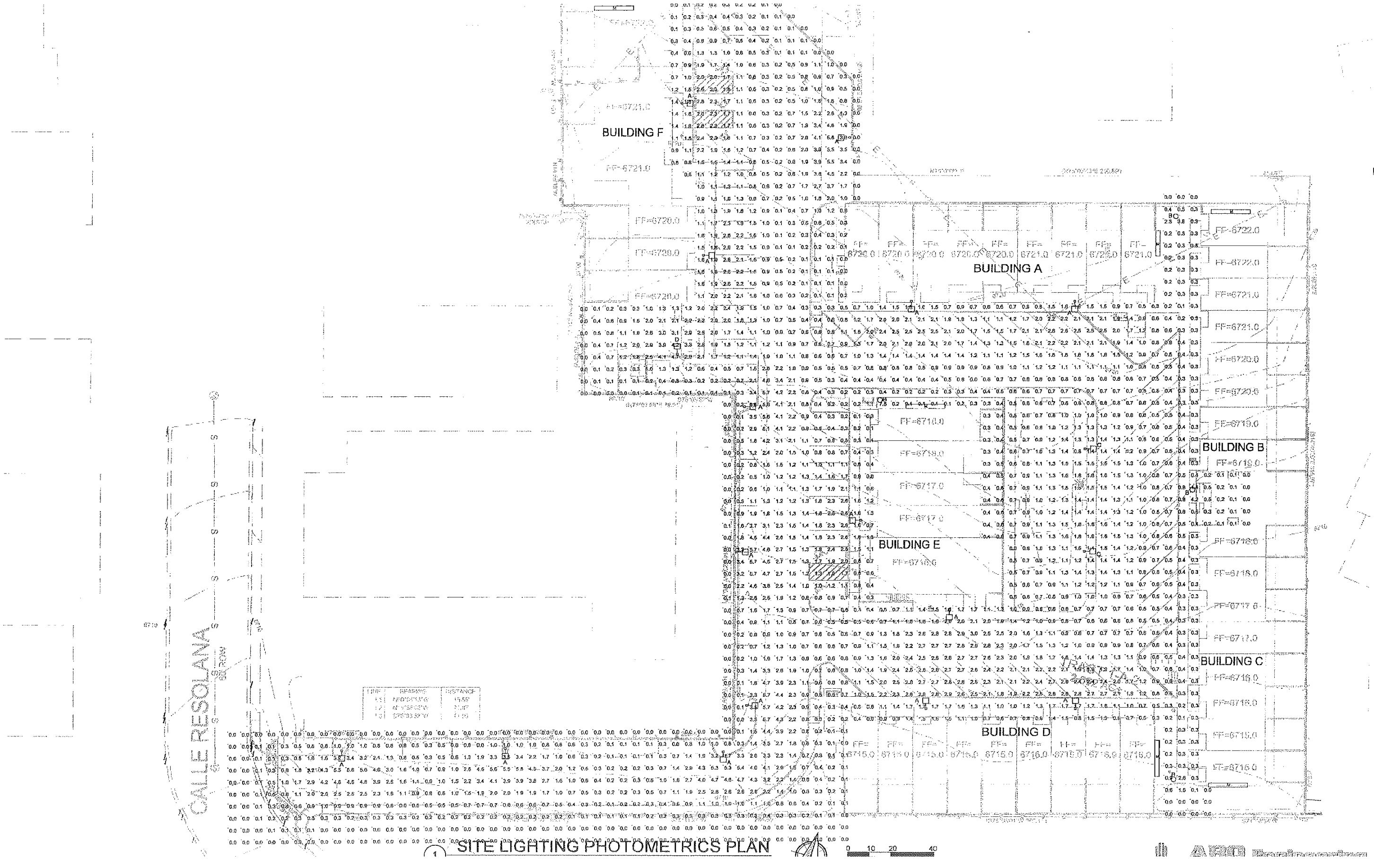
LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- EXISTING BUILDING
- NEW BUILDING
- 424 FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FIRE HYDRANT
- EXISTING ELECTRIC LINE
- NEW ELECTRIC LINE
- NEW SITE LIGHT - TYPE A
- NEW SITE LIGHT - TYPE B
- NEW SITE LIGHT - TYPE C

CALLE RESOLANA — 60' ROW

SITE POWER & LIGHTING PLAN

0 10 20 40



1 SITE LIGHTING PHOTOMETRICS PLAN

BEST MANAGEMENT PRACTICES - NOTES

1. DISTURBED AREAS SHALL BE PROTECTED FROM EROSION DURING CONSTRUCTION BY MEANS ADEQUATE TO RETAIN SOIL ON SITE.
2. EXCEPT AS NECESSARY TO INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES, LAND SHALL NOT BE GRADED OR CLEARED UNTIL ALL SUCH TEMPORARY DEVICES HAVE BEEN PROPERLY INSTALLED AND INSPECTED. CONTROL DEVICES SHALL BE KEPT IN PLACE AN USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. SIGNIFICANT TREES, AREAS WITH SUBSTANTIAL GRASS COVERAGE AND DRAINAGE WAYS THAT ARE TO REMAIN UNDISTURBED SHALL BE FENCED OFF PRIOR TO THE USE OF ANY HEAVY MACHINERY ON-SITE AND DURING THE ENTIRE CONSTRUCTION PROCESS. FENCING SHALL BE PLACED FIVE FEET TO THE OUTSIDE OF THE DRIP LINE OF SIGNIFICANT TREES. THERE ARE NO SIGNIFICANT TREES ON THIS PROJECT.
4. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION THROUGHOUT CONSTRUCTION BY USING APPROPRIATE EROSION CONTROL TECHNIQUES. STAGING AND SOIL STOCKPILE AREAS SHALL BE CLEARLY DESIGN ON THE SITE. ALL TOPSOIL SHALL BE KEPT ON SITE, WITHIN THE DISTURBANCE ZONE OF CONSTRUCTION, AND REINTRODUCED INTO PLANTING AREAS TO THE EXTENT POSSIBLE. THERE ARE NO SOIL STOCKPILES ASSOCIATED WITH THIS PROJECT.
5. WATERING DOWN EXPOSED AREAS IS REQUIRED TO PREVENT THE BLOWING OF DUST OR SEDIMENT.
6. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT WHILE STILL ALLOWING THE ENTRY OF STORM WATER.
7. EROSION AND SEDIMENT CONTROL SHALL BE ACCOMPLISHED BY WATERING AND/OR FIBER MULCH WITH TACKIFIER.
8. ALL CONSTRUCTION TRAFFIC SHALL USE TIRE WASHES.

MAINTENANCE RESPONSIBILITIES AND INSPECTIONS

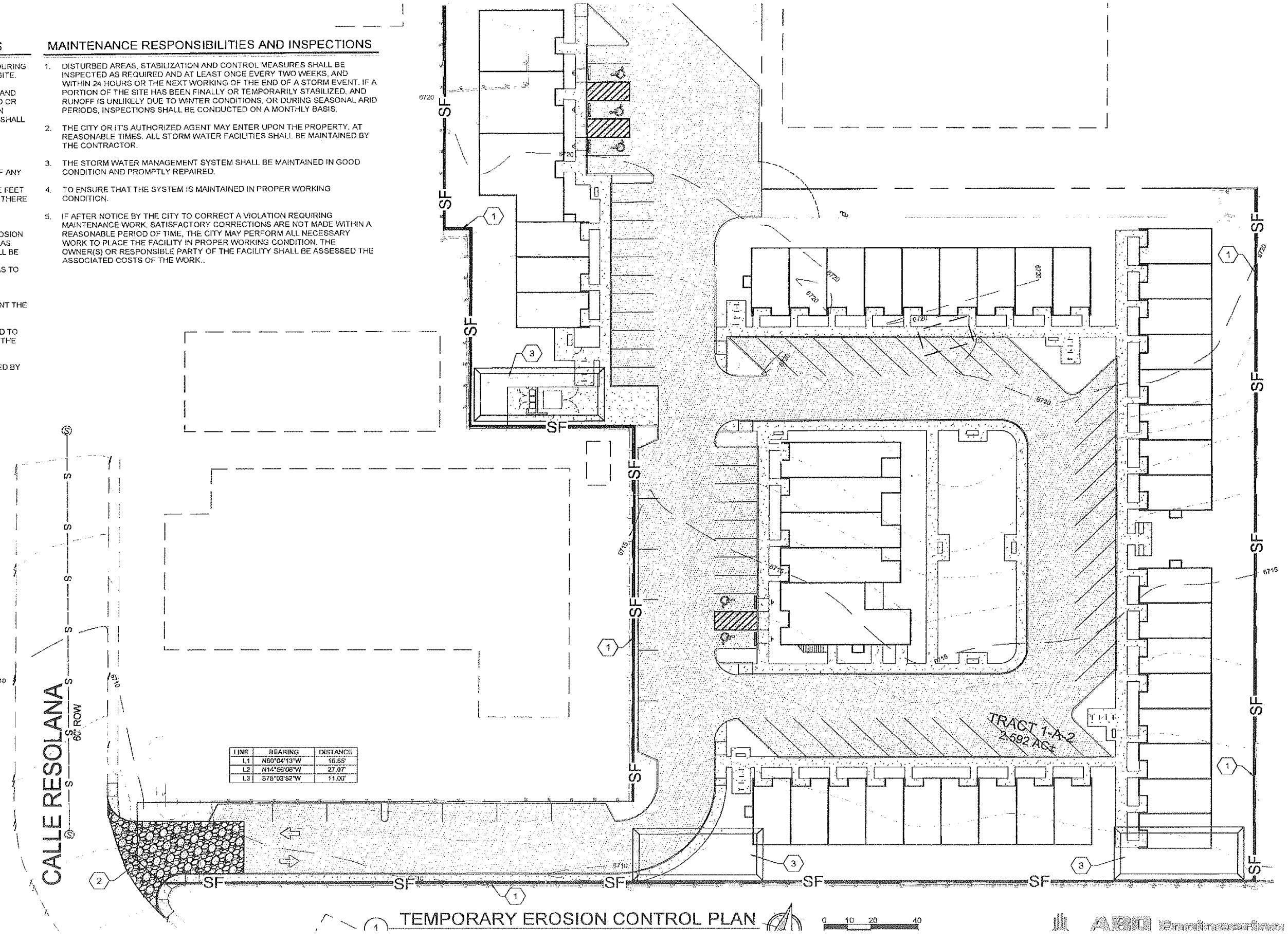
1. DISTURBED AREAS, STABILIZATION AND CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS, OR DURING SEASONAL ARID PERIODS, INSPECTIONS SHALL BE CONDUCTED ON A MONTHLY BASIS.
2. THE CITY OR IT'S AUTHORIZED AGENT MAY ENTER UPON THE PROPERTY, AT REASONABLE TIMES. ALL STORM WATER FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR.
3. THE STORM WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN GOOD CONDITION AND PROMPTLY REPAIRED.
4. TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PROPER WORKING CONDITION.
5. IF AFTER NOTICE BY THE CITY TO CORRECT A VIOLATION REQUIRING MAINTENANCE WORK, SATISFACTORY CORRECTIONS ARE NOT MADE WITHIN A REASONABLE PERIOD OF TIME, THE CITY MAY PERFORM ALL NECESSARY WORK TO PLACE THE FACILITY IN PROPER WORKING CONDITION. THE OWNER(S) OR RESPONSIBLE PARTY OF THE FACILITY SHALL BE ASSESSED THE ASSOCIATED COSTS OF THE WORK..

KEYED NOTES (X)

1. TEMPORARY SILT FENCE. SEE DETAILS SHEET C-504.
2. TEMPORARY CONSTRUCTION ENTRANCE WITH WASH RACK.. SEE DETAILS SHEET C-508.
3. TEMPORARY SEDIMENT TRAP AS REQUIRED.SEE DETAIL SHEET C-506.

LEGEND

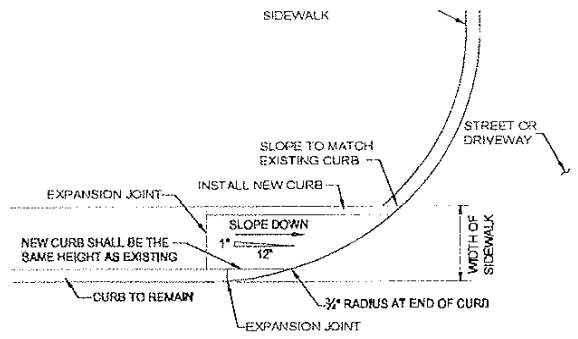
- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- EXISTING BUILDING
- NEW BUILDING
- 426 FINISH FLOOR ELEVATION
- (S) EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FIRE HYDRANT
- EXISTING ELECTRIC LINE
- EPA APPROVED BMP. SEE SHEETS C-200 TO C-220
- DROP INLET PROTECTION SEE SHEETS C-200 TO C-220

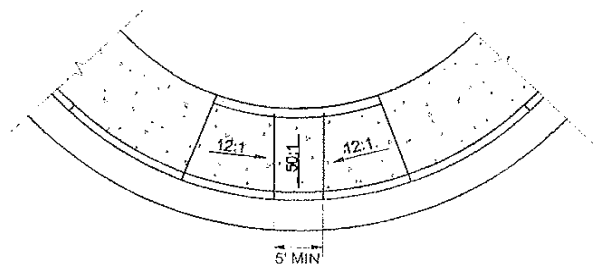


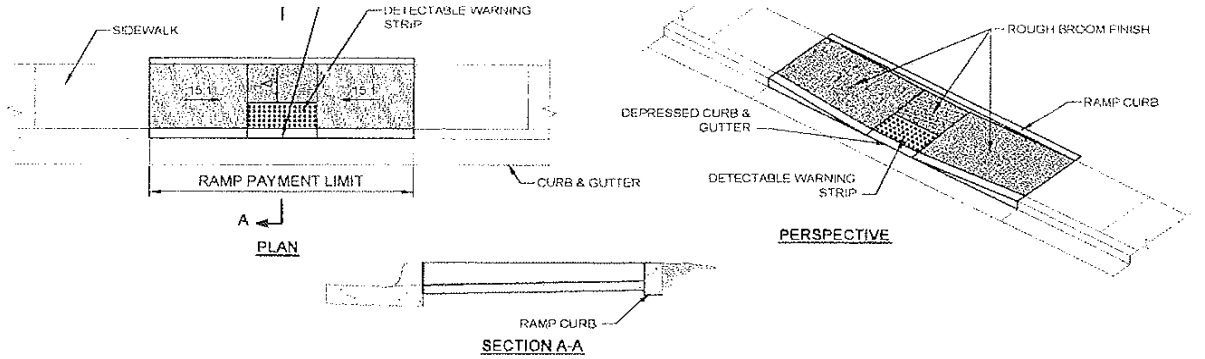
TEMPORARY EROSION CONTROL PLAN

0 10 20 40

A2G Engineering

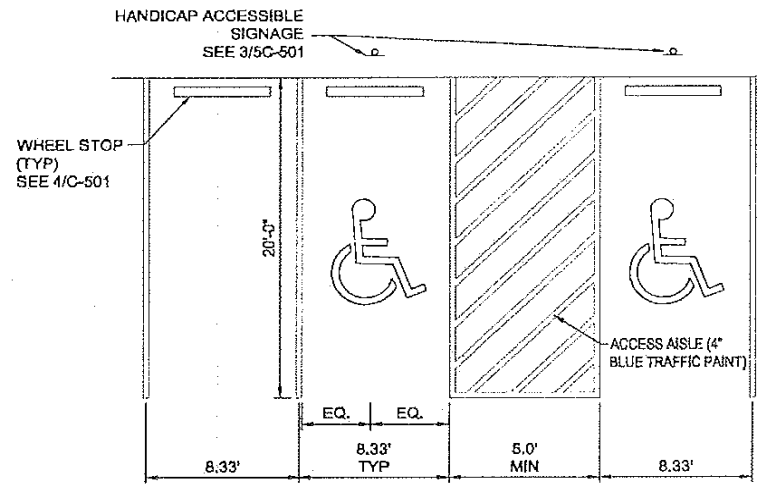






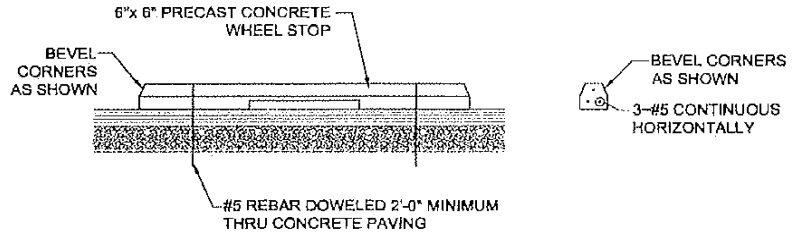
1 HANDICAP ACCESSIBLE SIDEWALK RAMPS

NTS



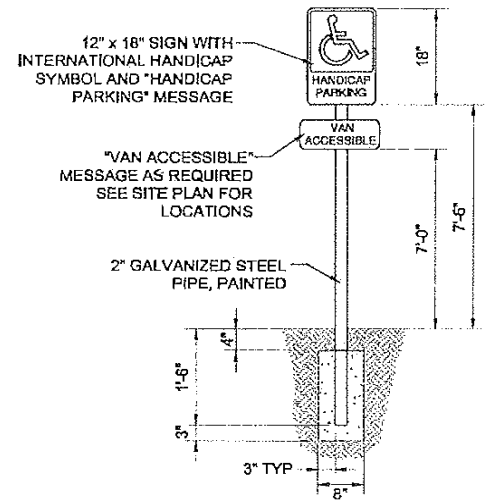
2 HANDICAP ACCESSIBLE PARKING LAYOUT PLAN

N.T.S



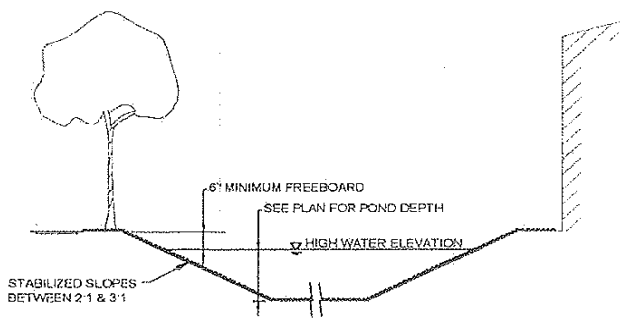
3 WHEEL STOP DETAIL

N.T.S



4 HANDICAP ACCESSIBLE PARKING SIGN

N.T.S



5 TYPICAL PONDING AREA SECTION

N.T.S

B TELEPHONE AND CABLE SERVICE TO BE COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY PROVIDERS.

C SEE LANDSCAPE PLAN FOR DETAILS OF IRRIGATION SYSTEM

1. NEW PRIVATE 6"Ø MAIN WATERLINE.
3. NEW PRIVATE 4"Ø FIRE SERVICE LINE.
4. NEW PRIVATE 6"Ø MAIN SANITARY SEWER LINE.
5. NEW 4"Ø SERVICE SANITARY SEWER LINE W/DOUBLE CLEANOUT
6. NEW SINGLE CLEANOUT.
7. NEW SANITARY SEWER MANHOLE
8. NEW SHUTOFF VALVE AND FIRE HYDRANT
9. NEW 4"Ø PVC WATERLINE.
10. CONNECT TO EXISTING SANITARY SEWER MANHOLE.
11. CONNECT TO EXISTING WATERLINE AT EXISTING VALVE.



VICINITY MAP

SCALE: NONE

DOMESTIC & IRRIGATION WATER SERVICE TABLE

SERVICE ADDRESS	STREET NAME	SERVICE SIZE & TYPE (DS OR IR)
BUILDING A	LA RESOLANA	1" METER / DS
BUILDING B	LA RESOLANA	1" METER / DS
BUILDING C	LA RESOLANA	1" METER / DS
BUILDING D	LA RESOLANA	1" METER / DS
BUILDING E	LA RESOLANA	1" METER / DS
BUILDING F	LA RESOLANA	1" METER / DS

FIRE SERVICE DESIGN TABLE

SERVICE SIZE	REQ'D FLOW* GPM	RESIDUAL PRESSURE* PSI	BUILDING(S) SERVED
4"			BUILDINGS A - F

A FIRE SERVICE IS DEDICATED FOR AUTOMATIC FIRE SPRINKLER SYSTEMS. ALL FIRE SERVICES MUST BE EQUIPPED WITH A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER WITH DETECTOR ASSEMBLY (RPDA). THE BACKFLOW PREVENTER MUST BE LOCATED WITHIN 30' OF THE CONNECTION TO THE WATER MAIN. BACKFLOW PREVENTERS MUST BE LISTED AS APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
*PEAK FLOW IS IN GALLONS PER MINUTE.
*RESIDUAL PRESSURE IN POUNDS PER SQUARE INCH AT THE LISTED FIRE FLOW AT POINT OF CONNECTION TO MAIN.

FF=6722.0
FF=6721.0
BUILDING F
FF=6721.0
FF=6720.0
FF=6720.0
FF=6720.0
BUILDING A
FF=6718.0
FF=6718.0
FF=6717.0
FF=6717.0
BUILDING E
FF=6715.0
BUILDING D
BUILDING B
BUILDING C
POND
TOP OF POND
CALLE RESOLANA 428
60' ROW

LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVEMENT
- EXISTING BUILDING
- NEW BUILDING
- FF — FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- S — EXISTING SANITARY SEWER LINE
- S — NEW SANITARY SEWER LINE
- NEW SANITARY SEWER CLEANOUTS
- EXISTING STORM DRAIN STRUCTURE
- TOP OF PONDING AREA
- NEW FIRE HYDRANT
- NEW GATE VALVE
- W — NEW WATERLINE
- NEW WATER METER
- G — EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING FENCE LINE
- FIRE HYDRANT COVERAGE 150 FT

1 SITE WATER PLAN

0 10 20 40

RECORD MAPPING

	INITIALS	
AS BUILT	____	____/
VALVE MAPS	____	____/
GIS (MAPPING)	____	____/
Inspector approved	____	____/

THIS RECORD DRAWING HAS BEEN COMPLETED SEALED ENGINEERING DRAWING FOR THIS PRO INFORMATION SHOWN HEREON IS BELIEVED TO ON LIMITED FIELD OBSERVATION DURING CONS AS DATA FURNISHED BY THE INSTALLER

ENGINEER PE

LA RESOLANA
1115 CALLE LA RESOLANA
SANTA FE, NM 87505

PLAT RECORDING INFORMATION
BOOK ____
PAGE ____

APPROVED

CITY OF SANTA FE WATER DIVISION DATE

DATE 20 DEC 20

May 21, 2020
Planning Commission
Case #2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT A

Technical Corrections

	Technical Corrections of approval	Department	To be completed by:
1	The development plan shall upgrade parking numbers, and include parking details showing width, length and angle of each parking style proposed. All parking shall comply with Exhibit B - Illustrations of Parking Space Layout and Dimensional Standards.	**Land Use Current Planning**	Prior to recording the Development Plan
2	Include in the Development Plan crosswalks and appropriate signage such as “children at play” throughout the development.		
3	Complete all Development Plan redlines		
4	Geotechnical/soils report stamped by a New Mexico Professional Engineer.	**Technical Review Division**	Prior to permit review
5	Certified topographic survey		
6	Utility plan that clearly labels the water and sewer as “public”, where applicable (for water - up to the meter cans and fire service valves.)		
7	Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.		
8	Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.		
9	Show floodplain boundaries on the plat, if applicable.		
10	Water Harvesting from roof and site runoff is required.		
11	All shrubs to be 5 gallon size.		
12	Mohonia repens- “Creeping Mahonia” is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.		

13	Landscape fabric and mulch are missing.		
14	Seed rate and sod square footage are missing.		
15	One to three-year water budget calculations is missing.		
16	Irrigation zones are designed based on “locations”, not to “plant needs” as required by city code.		
17	Please explain your use of bubblers vs drip for tree irrigation.		
18	Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.		
19	Bubblers and drip on the same zone are not to city code.		
20	Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.		
21	Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	**Water Division**	Prior to finalizing the development plan.
22	Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1)	**Fire Division**	At the time of any new construction or remodel.
23	Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1)		
24	507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building.		
25	Shall have water supply that meets fire flow requirements as per IFC (Appendix B)		
26	Shall comply with Section D102.1 Access and Loading (75,000 lbs).		

27	Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)		
28	Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.		
29	Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates.		
30	Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.		

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT B

Findings of Fact and Conclusions of Law

May 21, 2020
Planning Commission
Case # 2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT C

Development Review Team (DRT)

City of Santa Fe, New Mexico

memo

DATE: April 1, 2020

TO: Dan Esquibel, Senior Planner

FROM: John J. Romero, Engineering Division Director JR

CASE: **Case #2020-1994.1115 Calle La Resolana Zoning Ordinance Amendment**
Case #2019-1149. 1115 Calle La Resolana Development Plan

ISSUE:
Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The applicant also requests Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District.

TRAFFIC:
The developer prepared a Traffic Impact Analysis. Please refer to this analysis for the methodology used to assess traffic. The TIA demonstrates that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network.

In addition the developer looked at sight distance for the proposed driveway onto Calle la Resolana. With the proposed realignment of said driveway, the developer is able to obtain the required sight lines. Please see attached drawing.

The Public Works Department supports the proposed development plan ant the proposed Ordinance amendment allowing access onto Calle la Resolana.

RECOMMENDED ACTION:

	Conditions of Approval:	Completed By
1	None	N.A.

	Technical Corrections:	Must be Completed By
1	None	N.A.

DENOTES EXISTING 8' CINDER BLOCK WALL

DENOTES UNOBSTRUCTED LINE OF SIGHT TO INTERSECTION

DENOTES PROPOSED CINDER BLOCK WALL

DENOTES STOP LINE

CINDER BLOCK WALL TO BE REMOVED

DENOTES EXISTING 4.5' CINDER BLOCK WALL

SIGHT DISTANCE ALONG CENTERLINE = 280.21'
REQUIRED FOR 25 MPH = 280'
EXISTING SPEED LIMIT = 25 MPH

CINDER BLOCK WALL TO BE REMOVED

EDGE OF DRIVING LANE = EDGE OF CURB AND GUTTER

DENOTES EXISTING ROCK WALL

HEIGHT OF EYE=3.5' LOCATED 14.5' FROM EDGE OF DRIVING LANE

DENOTES UNOBSTRUCTED LINE OF SIGHT

SCALE: 1" = 10'

LEGEND:

- EXISTING 8' CINDER BLOCK WALL TO REMAIN
- EXISTING 4.5' CINDER BLOCK WALL TO REMAIN
- EXISTING 8' CINDER BLOCK WALL TO BE REMOVED
- EXISTING 5.5' CINDER BLOCK WALL TO BE REMOVED
- NEW 4.5' CINDER BLOCK WALL
- NEW GATE

0 5 10 20
SCALE: 1" = 10'

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1.	
2.	
3.	

Technical Corrections*:	Must be completed by:
1. Geotechnical/soils report stamped by a New Mexico Professional Engineer.	Prior to permit review
2. Certified topographic survey	
3. Utility plan that clearly labels the water and sewer as "public", where applicable (for water - up to the meter cans and fire service valves.)	
4. Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.	
5. Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.	
6. Show floodplain boundaries on the plat, if applicable.	

7. The Site Lighting and Photometrics Plan does not comply with section 14-8.9 of the City Code, some areas need to reduce the light output.	
8. Development shall comply with Gunnison's Prairie Dog Ordinance.	
9. If public infrastructure is required for the development on the property a new survey will have to be recorded showing easements for public utilities with utility signatures on the plat.	
10.	
11.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:

Technical Corrections*:	Must be completed by:
1. Water Harvesting from roof and site runoff is required.	Prior to permit review
2. All shrubs to be 5 gallon size.	
3. Mohonia repens- “Creeping Mahonia” is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.	
4. Landscape fabric and mulch are missing.	
5. Seed rate and sod square footage are missing.	
6. One to three year water budget calculations is missing.	
7. Irrigation zones are designed based on “locations”, not to “plant needs” as required by city code.	
8. Please explain your use of bubblers vs drip for tree irrigation.	
9. Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.	
10. Bubblers and drip on the same zone are not to city code.	
11. Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 10/31/19

Staff person: Brian Snyder

Dept/Div: Public Utilities/Water

Case: **Case #2019-1149. 1115 Calle La Resolana Development Plan.**

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval :	Must be completed by:
1 An approved water plan and Agreement to Construct and Dedicate (ACD) from the Water Division will be required.	As part of the development plan review and approval.
2	
3	
4	

Technical Corrections*:	Must be completed by:
1 Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	
2	
3	
4	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: October 29, 2019

Staff person: Stan Holland, Engineer

Dept/Div: Public Utilities/Wastewater

Case: **Case #2019-1144. Santa Fe Place Mall Final Subdivision Plat.**

Case Mgr: Dan Esquibel, Case Manager

The subject properties are accessible to the City public sewer system. Accessible is defined as within 200 feet of a public sewer line.

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1. None	

Technical Corrections*:	Must be completed by:
1. None	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [None]

Development Review Team

Comment Form

Date: 10/31/2019

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1449 La Resolana Apartment Community Developent

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

Development Review Team

Comment Form

Date: 05/06/2020

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1994 La Resolana Apartment Community

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. If gates are electric shall be provided with an opticom. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

RE: Question re: water for affordable housing

LADD, ALEXANDRA G. <agladd@santafenm.gov>

Tue 5/12/2020 10:49 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

The project will be entled t o 100% fee waivers and water/retrofit offsets. Because it is funded through Low Income Housing Tax Credits (LIHTC), the City's affordability requirements are not imposed because the LIHTC land use restricon agr eement will dictate a more stringent affordability requirement.

I thought we had an SFHP Proposal which is probably the best documentaon. If not, I c an put one together quickly and get to you by the end of the day.

Thanks.

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this _ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana,* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks **Preliminary/Final Development Plan** approval.

2. The Property is to be developed as of **45** rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

Ed Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M. Chavez
NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 | SITE PLAN

SITE PLAN

LA RESOLANA

SCHEMATIC DESIGN

A001

EXHIBIT 1

RE: 1115 Calle La Resolana2.pdf

ABBO, CHRISTOPHER N. <cnabbo@santafenm.gov>

Thu 2/27/2020 9:22 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

For crashes since 2015 unl pr esent, Calle La Resolana and Cerrillos there has been 4 crashes, Calle La resolana and Calle De Oriente I have 1 crash, Calle La Resolana and siringo 1, and for some reason we have a crash just listed as Calle La Resolana with no cross street.

I can go back further if you need.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT D

Early Neighborhood Notification (ENN)

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	ENN: 1115 Calle La Resolana
Project Location	1115 Calle La Resolana
Project Description	(July 9, 2019) Proposed Development Plan for 45 multi-family units in the C-2 General Commercial District and within Zone 2 of the Cerrillos Road Highway Corridor Overlay. The site is located at 1115 Calle La Resolana. (March 9, 2020) request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street.
Applicant / Owner	Santa Fe Civic Housing Authority
Agent	Monica Montoya
Pre-App Meeting Date	May 30, 2019
ENN Meeting Dates	July 9, 2019 and March 9, 2020
ENN Meeting Location	Genoveva Chavez Center
Application Type	ENN
Land Use Staff	(July 9, 2019) Margaret Ambrosino/(March 9, 2020) Dan Esquibel
Other Staff	(July 9, 2019) None / (March 9, 2020) Noah Berke
Attendance	(July 9, 2019) 50 / (March 9, 2020) 49

Notes/Comments:
The Applicant conducted two ENN meetings at the Genoveva Chavez Center for this project. The first ENN was conducted on July 9, 2019 for the introduction of the development plan and the second was on March 9, 2020 for the introduction for the Amendment to Ordinance 1998-23. The case planner attending the first ENN was Margaret Ambrosino, who no longer works for the City of Santa Fe. The sign-in sheet for the first ENN identifies that there were 50 people in attendance including the Applicant. Dan Esquibel was assigned the project for City review

and attended the second ENN. The Sign in sheet identified that 49 people attended the ENN including the Applicant.

The issues raised for the first ENN (reference Exhibit D):

1. Walking traffic from Pete's Pets is a problem,
2. Problems associated with the Coronado Condominiums,
3. The neighborhood is overpopulated and cannot handle any more housing,
4. Increased traffic,
5. The speed traveled on Calle La Resolana is too fast and the entrance to the project is on a curve and dangerous,
6. Drainage from Big 5 on to the neighborhood,
7. Increased cut-through traffic from Siringo Road to Cerrillos Road and vice versa,
8. A concern for noise and lighting,
9. Alcohol and drug deals in the neighborhood,
10. The increased crime that could be brought on by this development,
11. The neighborhood is already saturated with low income housing, and
12. The loss of privacy due to the two-story townhouse design and loss of property values.

Many of the same issues were reiterated for the second ENN.

ENN GUIDELINES

Applicant Information

Project Name: **1115 CALLE LA RESOLANA**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MARISA TRUJILLO	2400 DESIDERIO RD SW ABQ 87105	
☐	2	Michele Lacomme	1475 Clark Rd	—
☐	3	Ed Romero		—
☐	4	TOM GIFFORD	1709 PASEO DE PERALTA	TOMG TIMOMASGIFFORD.COM
☐	5	MARGARET AMBROSINO		
☐	6	Francesca Kaltas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	7	Tina M Dassaro	1107 Calle Florinda	—
☐	8	Mary E Schreiber	2119 Rancho Viejo Rd.	—
☐	9	Robert Zisk	1474 Clark Rd.	bisclavret@centurylink.net
☐	10	Bernadette Freeman	1456 Clark Rd	
☐	11	Maurella Sooh	2891 Clark Ct	maurella_bella@yahoo.com
☐	12	DAVE MARTINEZ	604 Alta Vista St. SF	davidm@sfcha.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	CECILIA & ROD HASSON	4469 CLARK ROAD	CRHASSON@AOL.COM
☐	2	Michelle Metz	1463 Clark Rd	
☐	3	Ashley Hartshorn	15516 Escondida Court	ahartshorn@bjfelix.com
☐	4	Jennifer Herrera	2437 Calle de Ovembe	
☐	5	ROD HASSON	2850 Calle de Oriente	RodHasson@HAhco.com
☐	6	CARON CARAWAY	2867 Clark court	innerworkingsnm@gmail.com
☐	7	Chandrika Bhandari	29900 Cerrillos Rd	
☐	8	John-Carrie Pearce	2871 Calle de Oriente	—
☐	9	Miguel Cortez	1108 Calle la Resolana	cortiz1@aol.com
☐	10	Walter Jensen	1170 Calle La Resolana	—
☐	11	Michael Small	0903 Calle de Oriente	
☐	12	Kathleen Lawicki	1113 Calle Quieta	Klawicki@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

457 G24

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	LeRoy Sanchez	1108 Calle De Suenos	None
☐	2	Jessie Archuleta	1463 Clark Road SFNM 87507	jesteron5@gmail.com
☐	3	JASON PERDUE	1116 CALLE LA RESOLANA	JRPERDUE@COMCAST.NET
☐	4	JOSEAN NIESPON	1114 Calle La Resolana	JOESHOW2003@COMCAST.NET
☐	5	Jan Tissler	2350 Calle de Oriente	jantissler@gmail.com
☐	6	MICHAEL GOMEZ	1599 S. ST FRANCIS	
☐	7	Kishan Poshiya	2900 CERRILLOS	Kishan-Pos@Yahoo.com
☐	8	DHARMENDRA BHANDERI	2900 CERRILLOS	
☐	9	MANISHA PATIYANI	2900 CERRILLOS RD.	
☐	10	Renee Radecki	1490 Clark Rd	
☐	11	Pat Haupt Moore	2915 Calle de Oriente	gr8fl0at505@gmail.com
☐	12	Carmen Ortiz	1108 Calle la Resolana	Sortiz61@aol.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7/9/19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Richard + Marcella Reigo	2907 Calle de Oriente	mgriego@comcast.net
☐	2	Sonya Miera	1111 Calle La Resolana	srmiera@gmail.com
☐	3	Toni Baca	1118 Camino Consuelo	Toniq2010@hotmail.com
☐	4	Sylvia Tyndall		
☐	5	[illegible]	1107 Calle de Suenos	—
☐	6	Mark Miera	1111 Calle La Resolana	miera.mark@yahoo.com
☐	7	Matt Carrasco-Trujillo	2863 Clark Court	sedalight@gmail.com
☐	8	Sylvia Tyndall	3330 Calle Potrero	—
☐	9	Judy/Larry Morgan	1120 Calle La Resolana	JudyMorganArt@GMail.Com
☐	10	Sherri Lennon / Romero's	1109 Calle La Resolana	misfitlennon@gmail.com
☐	11	Frank, Delphy, Jackie	1104 Calle La Resolana	frankdelphy3432@gmail.com
☐	12	CARMELA BRANSFORD	2878 CLARK COURT	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Margaret Ambrosino — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7-9-19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

459

G26

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Joni Muller ★	3471 Cerrillos Rd	trailerranch@aol.com
☐	2	Mary Ellen Underwood	1572 Escondida Ct	munderwood@cybermesa.com
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7/9/19 — Date

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COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/8/2019 **Project:** - Calle de Rosa

Please let us know your thoughts:

We have Coronado Condos & Pets is Pets

I am AGAINST it.

Your contact information (optional):

Name: Rod Hasson

Phone: 505 - 795 - 8086

Email: RodHasson @ Yahoo.com

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

The neighborhood is already densly populated and subject to many problems from the homeless shelter and Coronado Condos.

Traffic is dangerous as is, adding a large # of cars will add to an already serious problem. I am fully against this development.

NAME: Francesca Kartes
ADDRESS: 2863 Calle de Oriente
PHONE: 505 438 0182

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS: Comments

Too much houses ~~already~~
too much Traffic

NAME: Damon Laemmle
ADDRESS: 1459 Clark Rd
PHONE: 690 8926

Comments

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

we can not handle more people more Traffic, The neighborhood is ~~alo~~ ~~abo~~ already at its CAPicity! ITs Just too much

NAME: Michele Laemmle
ADDRESS: 1475 Clark Rd
PHONE: 454 6408

I AM against this proJect

COMMENT CARD

Early Neighborhood Notification Meeting

Date: July 9, 2019 **Project:** Calle la Resolana low housing

Please let us know your thoughts:

I can't even get out of my driveway now. Walking traffic from Pete's Place (homeless) are already a problem. Visitors need to park on the sidewalk to avoid being hit. Already see alcohol and drug deals. Have had to invest in alarm systems.

Your contact information (optional):

Name:

Phone:

Email: cortiecol@aol.com

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/9/19 **Project:** La Resolana

Please let us know your thoughts:

- Increased traffic between Cerrillos, Clark, Calle de Oriente, & Calle Resolana will need to be mitigated w/ crosswalks, speed bumps, + other traffic slowing measures
- South facing Apartments should have a landscaping buffer to protect residents on Calle de Oriente

Your contact information (optional):

Name:

Phone:

Email:

ENN GUIDELINES

3-9-2020

AMENDED

Applicant Information

Project Name: **LA RESOLANA / 1115 Calle la Resolana**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

La Resolana is a proposed apartment community with 45 residential units on 2.556 acres zoned C2, General Commercial. The C2 zone permits general commercial uses such as those on Cerrillos Road. The C2 zone also permits multi-family residential uses. We propose that the character of residential use is more appropriate than commercial use for the site and will be less dense in general and more suitable as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to the area.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

REVISED NOTICE

February 21, 2020

Dear Property Owners and Residents,

A new date has been set for a neighborhood meeting to discuss the La Resolana project for **MONDAY, MARCH 9, 2020 at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.** The meeting is to discuss an amendment to Ordinance 1998-23 Condition #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consisting of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, tenant, or neighborhood association within 300 feet of the subject property for the development application according to City and County data.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
On behalf of Santa Fe Civic Housing Authority
Email: Monica@Mntya.com
Phone: (505)412-1016

NOTE: Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the Land Use Department (505) 955-6820, 5 days prior to the hearing or meeting date.

9

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Elizabeth Alarid	2838 Calle De Oriente	
☐	2	Curtis Landy	2838 Calle De Oriente	CLandrich@hotmail
☐	3	Rod Hasson	2830 Calle de Oriente	RodHASSON@Yahoo.
☐	4	Pat Darnell	3842 Calle [illegible]	C= 87507 S= NM
☐	5	Douglas Fairchild	2642 Calle de Oriente	87507 S= NM
☐	6	Marcella Krug	2907 Calle de Oriente	Mgriego@comcast.net
☐	7	Nellie Yardman	1112 Calle La Resolana	SFE NONE
☐	8	Tina M Dassaru	1107 Calle Florinda	
☐	9	Jeanette Martinez	1104 Calle La Resolana	jeanette.martinez0414@gmail.com
☐	10	Rod Hasson Sr.	1499 Clark Rd.	CRHASSON@AOL
☐	11	Mark Miera	1111 Calle la Resolana	miera.mark@yahoo.com
☐	12	Sonya Miera	1111 Calle la Resolana	srmiera@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

6

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Chris Sarath	1501 Calle Del Sur	vlurrg@gmail.com
☐	2	WALLACE HAYNES	2828 CALLE DE ORIENTE	
☐	3	Joseph Roy Pdl	1107 Calle La Sonya	
☐	4	Francesca Kartas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	5	CARMELA BRANSFORD	2878 CLARK COURT	Carmela Bransford
☐	6	Jennifer Mura	1111 Calle La Resolana	
☐	7	Stella Sacoman	1107 Calle La Resolana	
☐	8	Judith Weissmueller	1487 Clark Ct SF 87507	Eatonsong@aol.com
☐	9	Mary Ellen Underwood	1572 Escondida St 87507	Munderwood@cybermesa.com
☐	10	David Sandreau	995 Camino Consuelo	david@jandreau.net
☐	11	BARBARA Higgins	1433 Paseo Norteno Santa Fe	bachgs@gmail.com
☐	12	Walter Jensen	1120 Calle La Resolana	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

David A. Eznarriaga — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	MICHAEL GOMEZ	1599 S. ST. FRANCIS DR	MGOMEZ@SANTAFEENGINEERING.com
☐	2	Frank Romero	1104 Calle La Resolana	frankdelphy3438@gmail.com
☐	3	Delphy Romero	" " " "	
☐	4	ANDREW KERR	2555 CLARK CT SFN	andrew.kerr@sfcc.edu
☐	5	LINDA LWESSMAN	1104 Calle Florinda	wildrewolf@yahoo.com
☐	6	WAYNE VIGIL	1032 Calle La Resolana	
☐	7	Hazeldine Romero	2732 Paseo De Peralta	hazeldineg@aol.com
☐	8	Kevin O'Brien	1101 Calle de Suenos	obrien701@yahoo.com
☐	9	Mailee Blackburn	2862 Clark Court	mailebblackburn@gmail.com
☐	10	Glenn Wohl	1106 Calle de Suenos	
☐	11	LeRoy (Tito) Sanchez	1109 CALLE DE SUENOS	
☐	12	Linda Ingraham	1498 Clark Rd	ingraham.linda@gmail.com

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Daniel A. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Scot Ricker	2867 Clark Ct	scotricker@gmail.com
☐	2	Michael Lawrence	1357 Escondido Cir	septuagint a 6 @ aol. com
☐	3	Tatiana Perez	501 Calle del Sur Santa Fe NM 87507	
☐	4	Alexander Kest	2858 Clark Ct	akest123@gmail.com
☐	5	DAMON LAEMMLE	1459 Clark Rd	damon.laemmle@hotmail.ca
☐	6	Rick Martinez	785 Mesilla	rickgmartinez@yahoo
☐	7	Priscilla Gutierrez	1478 Clark Rd	preggiewhiz@outlook.com
☐	8	Michele Laemmle	1475 Clark Ld	PCN
☐	9	ARMANDO DONQUIS	1008 calle de sueños	omyfriend@gmail.com
☐	10	~~Lydia Griego~~	~~2577 Calle Primera Loma~~	~~lydiagriego.com~~
☐	11	MAUREEN HILL	1471 CLARK RD	MAUREENHILL-MAY4U@gmail.com
☐	12	Sarah O'Brien	1101 Calle de Sueños	obriensarah1@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Jacqueline Romero	1104 Calle La Resolana SFNM 87507	
☐	2	Kishan Poshiya	2900 CERRILLOS	
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
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☐	11			
☐	12			

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Daniel A. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

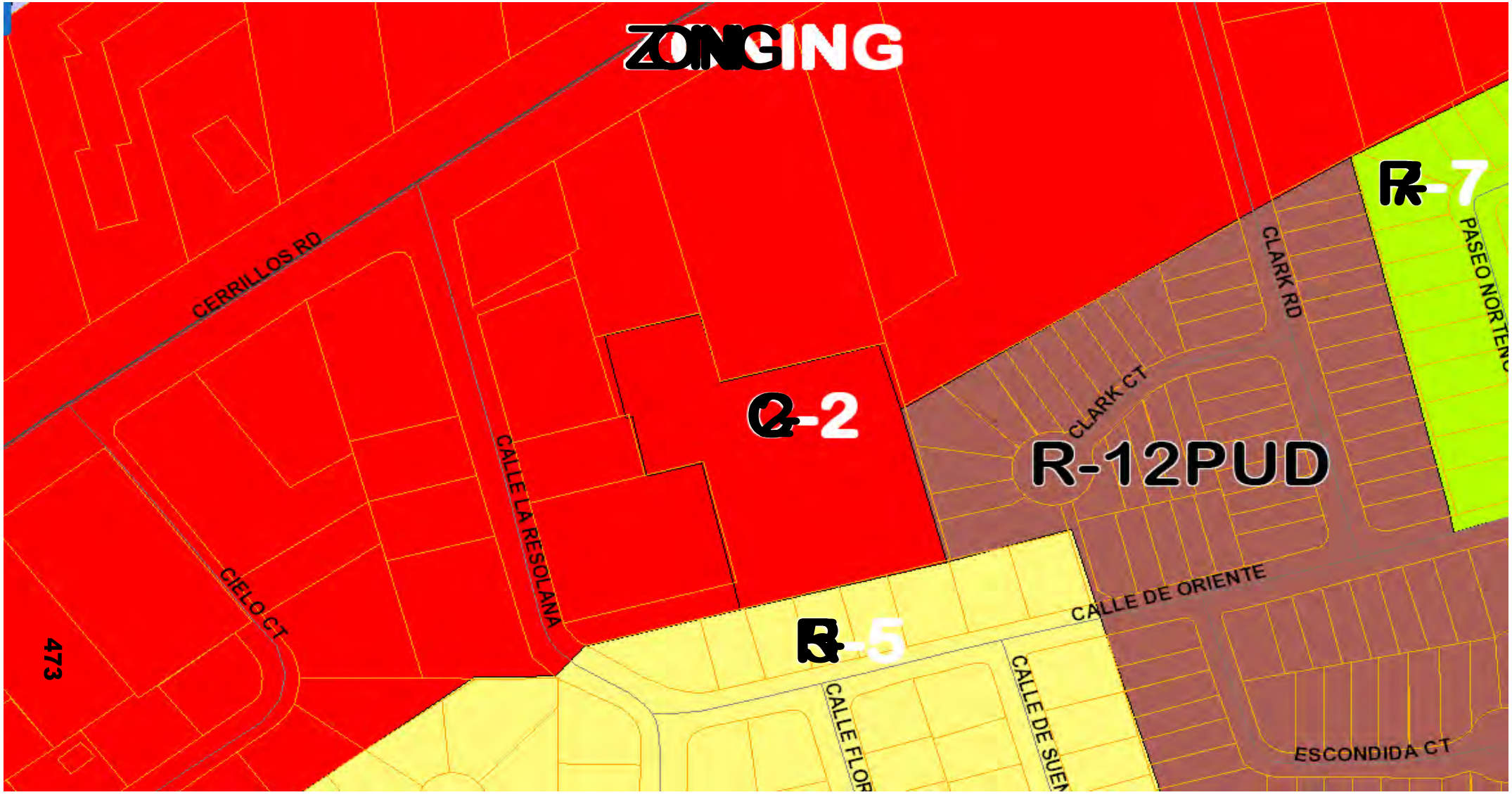
3-9-20
Date

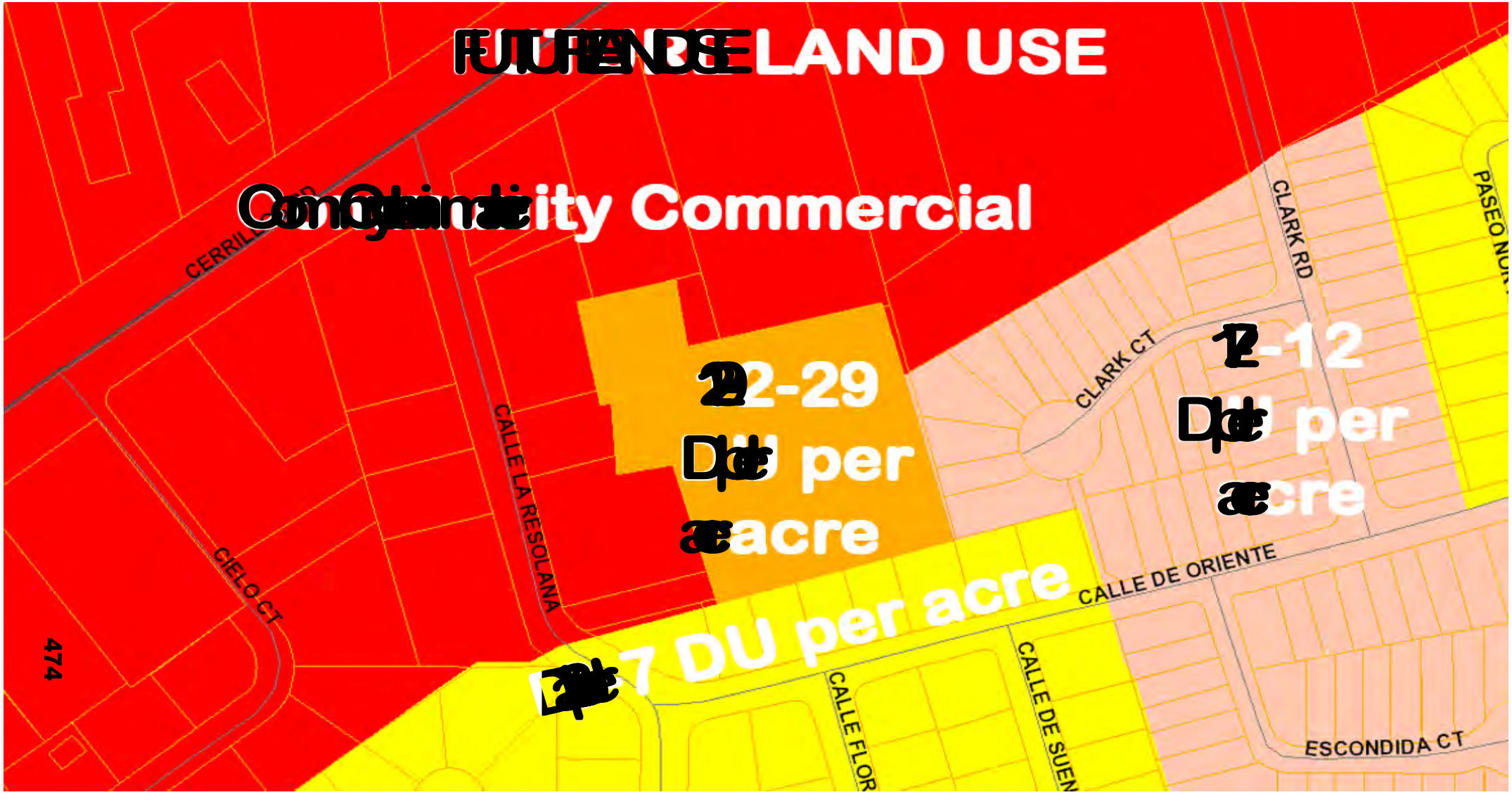
This sign-in sheet is public record and shall not be used for commercial purposes.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT E

Maps and Photos


ZONING
R-7
PASEO NORTENO
CLARK RD
CLARK CT
R-12PUD
C-2
CERRILLOS RD
CALLE LA RESOLANA
CIELO CT
R-5
CALLE DE ORIENTE
CALLE FLOR
CALLE DE SUEN
ESCONDIDA CT
473


CLARK RD
CLARK CT
CALLE LA RESOLANA
CIELO CT
CALLE DE ORIENTE
ESCONDIDA CT
474


AERIAL
CERRILLOS RD
CALLE LA RESOLANA
CLARK RD
CLARK CT
CALLE DE ORIENTE
CIELO CT
ESCONDIDA CT
475


New Driveway Alignment
CERRILLOS RD
CLARK RD
CLARK CT
CALLE LA RESOLANA
CIELO CT
CALLE DE ORIENTE
CALLE FLOR
CALLE DE SUEN
ESCONDIDA CT
476

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT F

Correspondence

Monica Montoya

From: Monica Montoya <monica@mntya.com>
Sent: Saturday, June 29, 2019 8:49 AM
To: 'Richard Griego'; 'mayor@santafenm.gov'
Cc: 'maharris@santafenm.gov'; 'jvcoppler@santafenm.gov'
Subject: RE: Proposed development at 1115 Calle La Resolana

Good Morning Mr. Griego,

Thank you for your comments regarding the proposed housing development at 1115 Calle La Resolana.

I would like to have an opportunity to present and discuss the project with you and answer any questions you may have. I hope to see you at the upcoming Early Neighborhood Notification meeting on Tuesday, July 9th, 5:30pm at the Genevova Chavez Community Center located at 3221 Rodeo Road. If you are unable to attend, I will be happy to meet with you another time.

Thank you,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.
726 Gregory Lane
Santa Fe, NM 87505
PH: (505)412-1016
Email: Monica@mntya.com

-----Original Message-----
From: Richard Griego [mailto:rgriego73@yahoo.com]
Sent: Friday, June 28, 2019 11:25 AM
To: mayor@santafenm.gov
Cc: maharris@santafenm.gov; jvcoppler@santafenm.gov; monica@mntya.com
Subject: Proposed development at 1115 Calle La Resolana

Received information about a proposed 45 unit (low income housing) at 1115 Calle La Resolana. This empty field (where development would be) is directly behind my house.

I need to express complete opposition to this development. I believe this area is to small for 45 units mplus parking etc. The only entrance and exit would be onto Calle La Resolana which is all ready a very dangerous situation with traffic coming off of Cerrillos Road or up from Siringo or up from Calle de Oriente. They go too fast, cross center line, run stop signs. People travel so fast up in this area that two different walls were run into within he last year.

Also very concerned about increased crime that could be brought in by this development. We had and continue to have trouble with people wandering into our neighborhood from the Coronado condos. There is also a homeless shelter (Pete's pets) which causes a lot of problems in our neighborhood.

Appreciate your help in this matter.

Richard Griego
2907 Calle de Oriente
Santa Fe, NM. 87507

505-471-8040

Monica Montoya

From: Tom <tom@thomasgifford.com>
Sent: Friday, July 12, 2019 12:38 PM
To: Monica Montoya; Ed Romero; David Martinez
Subject: Fwd: La Resolana ENN Meeting

[redacted]

Sent from my iPhone

Begin forwarded message:

From: Scot Ricker <scotricker@gmail.com>
Date: July 10, 2019 at 6:04:48 PM MDT
To: mkambrosino@santafenm.gov
Subject: La Resolana ENN Meeting

Margaret,

I attended the La Resolana meeting Tuesday evening. I heard and understood all the outrage comments from the audience. But I think some were way off-base, not related to this project.

I decided to go to the meeting because I was indeed concerned that the development would be one giant building with parking all around it, as shown in plan A. I was much relieved and encouraged to see the lovely and thoughtful presentation of plan B. More like houses, individual units. These are not much different than the townhouse on Clark Court that we live in. Surely they will be better built though.

I think the traffic, both in and out, is one of the biggest concerns for the neighborhood. That seems to be a challenge that will require some serious study and thought. Speeding cars crashing through walls have nothing to do with new houses, but that group was surely heated up.

I don't see this development as a problem. I think it could be a nice addition to our neighborhood if the concerns are addressed. We need to address traffic flows, noise, light, etc. All those topics that were mentioned at our meeting. As mentioned, something will eventually be built on that space. I think low level housing fits with us better than a giant self storage building or a hotel.

We lived for many years in Casa Solana, and noticed the improvement to the area when the Villa Alegre development was built. It has done well and still seems nice. It is much nicer than what was replaced.

There will surely be an adjustment period as those camping on the vacant land will be displaced. Maybe some help could be offered, or suggestions presented, to help those few current residents without homes to be relocated safely.

As mentioned at the meeting, we have a large population of homeless in this area. So, of course, we don't want campers in our yards. We already deal with the pedestrian traffic, taking short

cuts. But these realities have nothing to do with the new housing development, other than forcing some to relocate.

I will plan to attend the next meetings, and am eager to see how this will turn out.

Best Regards,
Scot

--
Scot Ricker
231-878-1844
scotricker@gmail.com

1115 Calle La Resolana ENN July 9, 2019 GCCC

Comments by Mary E Schruben made during the hearing:

How many units will there be and what is the square footage per unit?
54 units total – 6 - 3 bedroom, 49 - 2 bedroom.
What will be the range of rents?
$380 for the small, up to $900/mo for the large.
Who is the owner?
The Civic Housing Authority is the general partner with a bank that carries the mortgage bonds and gets the housing credits.
Because of the C2 zoning, will commercial uses be allowed in the units?
No, the same rules for all Civic housing projects will apply. The same close management and on-site inspection. Screening and qualifying interviews. The usual.
Explain about the exterior fence.
Block wall at 6' for most of it, some wood fencing exists in the existing neighborhood.

Concerns voiced by the neighbors and other attending the ENN:

Camping and trash of the homeless in the lots behind Big5 Center.
Vehicle traffic and delivery access drive behind Big 5.
Cut thru traffic from Cerrillos Road onto Calle La Resolana and thru to Siringo Road and vsvs.
Cut thru traffic from Cerrillos Road onto Clark Road and thru to Siringo Road and vsvs.
Storm water overflow from Cerrillos Road business parking lots south thru the neighborhood to Brandt Park Arroyo.
Delivery truck noise and exhaust fumes behind Big 5 center at all hours and days.

Concerns about the proposal voiced by residents:

Density of 54 units is too many. Concept is OK, but too dense.
There will be at least 108 cars, with only 74 parking spaces.
La Resolana is not an arterial street, it is a neighborhood street. Neither is Clark Road.
Too many speeders and reckless drivers. Speed limit should be 25 and enforced.
Guests in the Hotel will be able to see into the second floor windows of the units, and vsvs.
The entrance and exits should be gated for the residents only. Visitor entrance by buzz in.

Concerns that I have but didn't express because I had to leave early:

Lighting: the area and parking lighting fixtures should be 10', not 14 ', to avoid light spill into the neighborhood and hotel.
Street pattern: The easement thru the hotel drive will create backups onto Cerrillos Road in the AM because there is no signal at La Resolana to allow a pause for exits North. Exit left turn there should be prohibited. If the curb cut is not wide enough for one vehicle to enter from the south and one to exit to the north, that stop on Cerrillos so close to La Resolana will be dangerous. It would be better if the Hotel drive to Cerrillos were exit North only and La Resolana were entrance and exit.
Fencing: It would be better if all the perimeter were the same construction – block stucco wall. Creates a better sense of identity and eliminates opportunities for breaches. If I were living there, I would prefer 8'.

More Questions and Suggestions:

Is there any way to enforce "neighborhood traffic only"? Clark, Oriente, La Resolana, del Cielo and Consuelo bear the brunt of the heavy cut thru traffic between Carlos Rey and Richards Avenue. Once the Bridge over the Arroyo Chamiso is built, the additional traffic on Richards will move even more volume pressure onto these streets. Have we thought through neighborhood toll gates?

Will each of the apartment lots be separated from their neighbor's with a fence or wall? What type? What is the square footage of the back yard?

Another way to create an identity within the project is to plant a tree at the wall - lot line 'T' junction. That way everyone gets some shade, the carbon footprint is improved a bit, the QoL is enhanced. With all the stormwater collection opportunities I heard expressed, there should be ample water, with that and the roof runoff to keep 60 trees alive. Trees in the corner play areas are better than retention ponds. Trees in the mini common area are necessary.

Permeable pavement to encourage storm water collection and filtration in the road and parking areas. Good for trees as well.

Research the adjacent neighborhood coversion from single-family detached homes to multi-family and rental homes.

If the project is gated, how will ups and fedex delivery trucks enter and exit? Will the package recipient have to buzz in?

I think the closest city park is Brandt Park on the Siringo Road split. However, at the east point of connection with La Resolana, there is no safe access down the hill and into the "improved" sections of the park. Think about requesting a striped crosswalk at both Las Campanas and del Cielo.

July 22, 2019

RECEIVED
JUL 23 2019
Land Use Dept.

Margaret Ambrosino, City Planning Commision
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Ms Ambrosino:

My name is Rod Hasson and my wife is Cecilia Hasson. We have lived in the Tierra Escondida Neighborhood for over 35 years. I guess you could say we were around when the neighborhood was just taking off and we were one of the first to join Santa Fe Beautiful. The reason for this letter is to protest the development proposal for 1115 Calle La Resolana. This housing proposal of 45 units, two story, one to three-bedroom apartments on 2.5 acres with 78 parking spaces, is so wrong on so many levels. Can you imagine the problems associated with such concentrated housing, people and vehicles? The site is situated on a blind spot coming off, Calle Oriente into Calle la Resolana. From what we can gather, all vehicles will enter on Resolana and exit on a small easement onto Cerrillos Road by the Days Inn, seems pretty treacherous. Besides the overcrowding and danger for pedestrians, we also have the problem of surrounding neighborhood houses. The homes are all one story which brings us into light pollution for the one-story homes around the project. It was stated at the Early Notification meeting on July 9 that our locale did not have excessive crime, I beg to differ; while getting petitions to sign several neighbors told me that they had been broken into. One person stated that his house had been broken into twice in one year another told me four times while renting her home. We do have crime and we do find syringes on the sidewalks. At this point, I would like to take another tact and speak at the Low-Income Housing already in place in our neighborhood. The neighborhood feels that we are already super saturated with low income housing and that this project would tip the scales into a downward spiral. Recently, I looked at the area one point two miles to the north of this site and one point two miles south of this area. Going south on Cerrillos Road, there is the City Housing on Camino Consuelo, Casa Rufino apartments, Warren House apartments, Stage Coach apartments. Going north on Cerrillos Road we have Pete's Pets homeless shelter, Coronado condos and apartments, La Luz apartments for homeless families and Las Palomas apartments (9 or 10} Mega apartment complex. As you can see, we are under siege regarding Low Income Housing in our neighborhood. I personally think that approving this project is unethical and immoral for our neighborhood. We ask you to please come to our neighborhood walk with the neighbors and see for yourself what is good or bad for our neighborhood. We think you will see that this project is not well planned, nor is it the right site for the surrounding neighborhoods.

Sincerely,

Rod and Cecilia Hasson

Rod and Cecilia Hasson
CRHASSON@AOL.COM
505-471-4114

Tierra Escondida Neighborhood

RECEIVED
JUL 23
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

Although supportive of affordable housing in Santa Fe, ours is a well-established neighborhood and I am strongly opposed to this development, and at a minimum for the following reasons:

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- The additional vehicular traffic generated by 54, two and three bedroom apartments is projected to be no less than 108 vehicles. To avoid the traffic of Cerrillos Road, they too will most likely be added to the already overwhelming traffic that shortcuts through this neighborhood. This additional traffic would be unconscionable.
- The proposed project improvements are two stories high, and all the surrounding residential properties are single level homes. This complete loss of privacy will force the residents to undertake extreme and most likely expensive measures to protect their privacy, and this doesn't even begin to address the loss of property values.

Lastly, it's our understanding that this project if built, would receive a Low Income Housing Tax Credit by the NM Mortgage Finance Authority. Thus it is assumed this project is low-income housing. Note that this neighborhood is already beyond challenged by being an area that is home to multiple providers of services specific to the needs of low-income persons as well as home to a 100 unit apartment complex to the NE that is leased primarily to low income persons.

As such, the project would be better suited for another location!

I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Deborah Lucero
2875 Clerk Court
Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Anita Rodriguez
2879 Clark Court
Write in your address if applicable

G39

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Carmela Bransford
2878 Clark Court 87507
Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Carol Medina-Tamayo

1109 Calle de Sueños

Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Susan Seplaou

2901 Calle De Oriente 87507

Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Scot Rieker
2867 Clark Ct.
Write in your address if applicable

G43

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Mark Martinez

2866 Clark Ct.

Write in your address if applicable

G44

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Elizabeth Alaid
2838 Calle De Oriente
Write in your address if applicable

G45

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Kathy Jackson

1124 A Calle La Resolana

Write in your address if applicable

G46

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

_____

_____

Write in your address if applicable

G47

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

A Touch of Glass

1121 Calle La Resolana Santa Fe NM 87507

Write in your address if applicable

G48

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Theresa Lee

1125 Calle La Resolana

Write in your address if applicable

G49

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

2912 Cerrillos Rd Santa Fe 87507

Write in your address if applicable

GSO

Tierra Escondida Neighborhood

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
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Santa Fe, NM 87504-0909



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- The additional vehicular traffic generated by 54, two and three bedroom apartments is projected to be no less than 108 vehicles. To avoid the traffic of Cerrillos Road, they too will most likely be added to the already overwhelming traffic that shortcuts through this neighborhood. This additional traffic would be unconscionable.
- The proposed project improvements are two stories high, and all the surrounding residential properties are single level homes. This complete loss of privacy will force the residents to undertake extreme and most likely expensive measures to protect their privacy, and this doesn't even begin to address the loss of property values.

Lastly, it's our understanding that this project if built, would receive a Low Income Housing Tax Credit by the NM Mortgage Finance Authority. Thus it is assumed this project is low-income housing. Note that this neighborhood is already beyond challenged by being an area that is home to multiple providers of services specific to the needs of low-income persons as well as home to a 100 unit apartment complex to the NE that is leased primarily to low income persons.

As such, the project would be better suited for another location!

I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Wallace Hayward

2222 CALLE DE ORIENTE

Write in your address if applicable

G51

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

Although supportive of affordable housing in Santa Fe, ours is a well-established neighborhood and I am strongly opposed to this development, and at a minimum for the following reasons:

- The location provides for a proposed access through a corridor that is adjacent to a blind corner on Calle la Resolana, which would direct traffic onto densely populated residential streets already being used by vehicles as a shortcut from Cerrillos Road to Siringo Road.
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I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Paul G. Johnson
2880 Calle de Oriente
Write in your address if applicable SF, NM 87507

G52

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Robert Larragoite
11524 Escondida Court
Santa Fe, NM 87507

G53

Tierra Escondida Neighborhood

RECEIVED
JUL 24
MAYOR'S OFFICE
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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Sincerely,

Marella Griego
Richard Griego
2907 Calle de Oriente
Write in your address if applicable 87507

G54

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Francesca Kardas
Calle de Oriente
Write in your address if applicable

Tierra Escondida Neighborhood

RECEIVED
JUL 24
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Lawrence D Morgan
Judy A Morgan
Owners
1120 Calle La Resolana

Write in your address if applicable

G56

FW: Calle Resolana Amendment of Ordinance

BERKE, NOAH L. <nlberke@santafenm.gov>

Thu 5/7/2020 5:14 PM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa. on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: MCCULLEY, LANI J. <ljmcculley@santafenm.gov>
Sent: Thursday, May 7, 2020 4:37 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>
Subject: Fw: Calle Resolana Amendment of Ordinance

This was in my junk email. Is there something I need to do to make sure the mails from the land use email don't end up there?

Thank you,
Lani McCulley
Planner
Historic Preservaon
City of Santa Fe

Historic Preservaon: hp s://www.santafenm.gov/historic_preservaon
Land Use Updates: hp s://www.santafenm.gov/land_use
Permit Quesons: hp s://www.santafenm.gov/building_permits

From: Barbara Higgins <bach01@gmail.com>
Sent: Wednesday, May 6, 2020 12:21 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Calle Resolana Amendment of Ordinance

CAUTION: This email originated from outside of the organiza on. Do not click links or open a achments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I own a home on Paseo Norteno in the Tierra Escondida neighborhood and am strongly opposed to a change in the ordinance that would allow access, by other than just emergency vehicles, to this property. I am also opposed to this meeng being made "virtual". I cannot a end.

It is a dangerous curve right at that entrance. Traffic in and out of this property will pose a danger to pedestrians and to the businesses in that area. It is already a congested area with a great many vehicles going in and out of the businesses there on Calle La Resolana as well as a great deal of through traffic between Cerrillos Rd and Siringo Rd. Now "they" want to add more traffic?

The amount of traffic, in and out of a 45 unit apartment complex would have a tremendous and deleterious effect on our neighborhood. We are not just talking about 45 vehicles one me a day! There would likely be at least a hundred trips per day in and out of that proposed development as many of the units will have more than one vehicle with people making several trips per day to and from those units.

There are many other reasons for our neighborhood to oppose this development as well but this May 21st Zoom meeng , to my understanding, is about a change requested by the "developer" in the current ordinance for access to the property so I will sck t o that at this me. I AM A GAINST THE PROPOSED CHANGE in the ordinance and I am against this proposed development in general.

Barbara Higgins

FW: Subject: Planning Commission meeting May 21st.

BERKE, NOAH L. <nlberke@santafenm.gov>
Wed 5/6/2020 10:49 AM
To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: judy morgan <judymorganart@gmail.com>
Sent: Tuesday, May 5, 2020 2:04 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Subject: Planning Commission mee ng May 21st.

CAUTION: This email originated from outside of the organiza on. Do not click links or open a. achments unless you recognize the sender and know the content is safe.

re: Zoom Planning Commission mee□ng on Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

Dear Planning Commission members,
We find it difficult to believe that you would even consider pu. ng several apartment units on one of the most dangerous curves in the city. We have owned the home at 1120 Calle La Resolana for the past 12 years which is located at that very curve..

Our tenants, Linda and Walter Jenson and their 2 grandchildren have occupied the home for 12 years. During that me, we've had 2 major accidents right at that same curve which abuts our backyard. Both accidents were caused by speeding drivers crashing through our stone wall. We were fortunate no one was killed. Our tenants suffered grave consequences especially after the last accident where the driver hit the gas meter & gas line going into the house, destroying both.. The Jensens were without heat, hot water, and cooking facili es for 2 months in February. This, at great expense to all of us.

Our street serves as a cut through to Siringo and as a result, we have lots of traffic and lots of violators. It would be extremely dangerous to have a driveway to the proposed 40+ units at that curve.
In summary, we do hope you will consider the consequences to our stable neighborhood occupied mostly by older re□rees if this project is given the green light.

Sincerely, Larry and Judy Morgan, owners of property at 1120 Calle La Resolana
Address: PO Box 9107, Durango, CO 81302 Phone: 970-946-3505

RE: Calle la Resolana project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Fri 2/21/2020 4:42 PM

To: debrakdewitt@gmail.com <debrakdewitt@gmail.com>
Cc: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>

Dear Ms. DeWi. ,

I was forwarded your communica□on, below, and was asked to alert you to the special role that the members of the City's Governing Body may have in rela□ on to this ma er. It is likely that the Governing Body will ul mately review one or more elements of the proposed development that you men□on in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legisla□ve role (se tting policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose, even at this early stage. In addi on, the Council must disclose communica□ons received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impar al. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legisla□ve roles.

The City's Land Use Code provides mul ple avenues for public par cipa□ on and input on development proposals, including our Early Neighborhood No fica□on (ENN) process and the public hearing before the Planning Commission. As set forth in the Land Use Code, Sec on 14-3.1(F), the ENN is intended "to provide for an exchange of informa□on between the applicant and residents and property owners in affected neighborhoods before plans become too firm to respond meaningfully to community input and before changes in plans might cause major financial losses by the applicant." I understand that an ENN has been scheduled for this project as follows:

Date:	March 9, 2020
Time:	5:30PM
Loca□on:	Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.
Topic:	Discuss an amendment to Ordinance 1998-23 Condi on #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consis□ng of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You may contact Land Use Department staff for addi onal informa□on about opportuni es to provide public input. The staff members who are most knowledgeable about this par cular proposal are Planner Manager Noah Berke (505-955-6647) and Senior Planner Den Esquibel (505-955-6587). I have copied them on this message.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney, City of Santa Fe
505-955-6501

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

From: Debra DeWitt <debrakdewitt@gmail.com>
Sent: Thursday, February 20, 2020 5:44:10 PM

507

To: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Mayors Office <mayor@santafenm.gov>
Subject: Calle la Resolana project

I live in the neighborhood that connects to Resolana street. We use this street regularly and the businesses surrounding it. The residents of this neighborhood are hard working middle class families that own their homes, pay taxes, support local businesses. We realize this is not the Plaza Area of town but we own homes in the $300,000 range. To us we put our entire life saving in our homes to retire here. I worked 20 years for the US Postal Service, first as a clerk throwing heavy sacks of mail onto conveyer and trucks on the midnight shift. Then worked my way up to Quality Control Mgr. for the Fort Worth Texas Distribution Center and also controlled Wichita Falls, Amarillo and Lubbock Texas Mail Processing Facilities. I was a Mgr. for 15 yrs. All mine and my husband's money went into this property.
We saw it all crash on us with the Interfaith Homeless Shelter a few years ago. It's ruined the neighborhood and now you want to hit us with another negative impact to our safety and homes? I have homeless people urinate on my yard, one lady was trying to come in my garage because she was so high and/or drunk she thought my house was Allsups! We've had attempted break ins and my husband's car was broken into last Thanksgiving. Enough is enough! You are OUR representatives, we voted for you all. Now is the time for you to do your job and represent us!
Thank you for your time and your assistance in keeping our neighborhood a beautiful productive part of Santa Fe.
Debra Alcala DeWitt
1403 Paseo Norteno
Santa Fe NM 87507

MIDTOWN NEIGHBORHOOD ASSOCIATION

C/O Ute Jannsen-Kerr and Robert Larragoite

2858 Clark Court

Santa Fe, NM 87507

Ute.jannsenkerr@gmail.com and phenix@cybermesa.com

To:
Santa Fe City Mayor Alan Webber
Santa Fe City Manager Jarel LaPan Hill
Santa Fe District 4 City Councilor Jamie Cassutt - Sanchez
Santa Fe District 4 City Councilor JoAnne Vigil Coppler

Santa Fe April 28, 2020

Re: Request Postponement of Planning Commission Hearing via Zoom re Amending of Ordinance 1998-23 and Approval of Plans for Housing Project on 1115 Calle La Resolana

Dear Sir or Madam,

The above mentioned hearing has been scheduled by the Planning Commission to be on May 21, 2020 via internet, utilizing ZOOM technology.

We, the members of the Midtown Neighborhood Association who reside in the vicinity of the applicant's project, request postponement of the hearing so it can be conducted in person, and not via internet.

The history of the proposed project and the ordinance 1998-23 show that this project has been questioned by our neighborhood since the first ENN meeting (July 2019) and discussions have been ongoing, with most of our neighbors actively participating. Our neighborhood is a combination of old-time residents as well as longtime residents and newcomers. Within feet of this project several residents are in their late 70's and eighties.

It is important that all participants affected by the potential amendment of the ordinance in question and the final plans of the 1115 Calle La Resolana Project should be able to participate in the Planning Commission meeting. It is inherently discriminatory and inequitable to hold such an important meeting via the internet, using Zoom technology:

- Our neighborhood has a lower per capita income then most of Santa Fe County and not all have internet accessibility (as shown by Federal Communications and Census data).
- Our neighborhood demographics shows a high percentage of senior citizens, many of them lacking the skills to communicate with Zoom (**the sign-in sheet of the ENN on 3/10/20 indicated that out of 50 participants 32% did not have computer and internet access!**).

In sum of all above factors, the neighbors request a postponement of the Planning Commission meeting scheduled for 5/21/20 via Zoom until an in-person meeting is admissible per the Governor's order and ALL neighbors will have a chance to attend. Please understand that we have a challenging situation in our neighborhood, and we have a very delicate number of residents that want to participate but because of unforeseen circumstances (COVID-19) cannot.

Please advise as soon as administratively possible of your decision in writing.

Thank you for your consideration.

Sincerely,

Ute Jannsen-Kerr

Robert Larragoite

Midtown Neighborhood Association

FW: 1115 Calle Resolana Proposed

BERKE, NOAH L. <nlberke@santafenm.gov>

Thu 8/8/2019 10:43 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504
Work: (505) 955-6647
Cell: (505) 490-5930
Email: nlberke@santafenm.gov

From: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Sent: Wednesday, August 7, 2019 8:23 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>; AMBROSINO, MARGARET K. <mkambrosino@santafenm.gov>
Subject: Fwd: 1115 Calle Resolana Proposed

Carol Johnson

Land Use Director

City of Santa Fe

505-955-6617 desk

505-628-2888 mobile

From: CULTOR STAGNORUM... LUCIUS <bisclavret@centurylink.net>
Sent: Wednesday, August 7, 2019 7:47:39 PM
To: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Subject: 1115 Calle Resolana Proposed

August 7, 2019
Robert and Chamchun Zisk
1474 Clark Road
Santa Fe, N.M. 87507

Dear Carol Johnson, Land Use Director:

Our names are Robert Zisk and Chamchun Zisk. We have lived in the Tierra Escondida Neighborhood for about 27 years.
We are righ ng to voice our objec on to the development proposed for 1115 Calle La Resolana. For the following reasons we think this project is unsuitable for our neighborhood:

1.) The site, as presented to us, is on a blind spot linking Calle Oriente and Calle La Resolana.This is an inadequate entry for a 45 unit residen al development (on 2.5 acres) with an cipated space for 78 parking spaces. The exit will be by means of a small easement through Day's Inn onto Cerrillos Road. As currently proposed this configura on will prove hazardous to pedestrians and residents of the surrounding area, which already suffers

from excessive high speed vehicle traffic (despite several speed bumps) and a steady flow of outside foot traffic passing through the neighborhood.

2.) The houses in the surrounding neighborhood are one story, raising the concerns of privacy and light pollu on from the two story apartment complex.

3.) At the July 9, 2019 Early No fica on Mee ng the project presenters painted a picture of our neighborhood as rela vely crime free, which condi on would be preserved and encouraged by the new development. This is not an accurate portrayal. Over the last several years we have had mee ngs with SFPD to address crime in the neighborhood. There have been several burglaries, with some homes being targeted on more than one occasion, and many residents will be able to confirm a daily passage of intoxicated persons through the neighborhood. They leave their li er and drug paraphernalia on our streets, sidewalks, and property. If burglaries and syringes are not evidence of an already intolerable crime presence in our neighborhood, then what more is needed?

4.) Our neighborhood is already surrounded by several affordable/low income developments. There appears to be a consensus among residents that any more such developments will only further contribute to altering the character and demographics of our neighborhood. Within 1.2 miles of our neighborhood there are already several clusters of low income housing: City Housing on Camino Consuelo, Casa Rufino Apartments, Warren Inn, Stage Coach Apartments, Pete's Pets Homeless Shelter, Coronado Condos and Apartments, La Luz, and Las Palomas Apartments. We don't need any more low income housing which, as is the neighborhood sen ment, will only lt the socioeconomic balance of our neighborhood away from its current cons tu on toward a monolithic social and economic stra fica on. We see no wisdom in surrounding our long established working class home owners' neighborhood with more low income units that will render us an island in a sea of stra fica on.

Members of our community would be happy to meet with you to voice our concerns and show you around our neighborhood as we see it, value it, and have, over the years worked to make it the vibrant, closely nit community that it is.

Robert and Chamchun Zisk

RE: Zoom Planning Commission Meeting Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Mon 5/4/2020 8:31 AM

To: ute.jannsenkerr@gmail.com <ute.jannsenkerr@gmail.com>; Ute.jannsenkerr@sfcc.edu <Ute.jannsenkerr@sfcc.edu>
Cc: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>

Dear Ute Jannsen Kerr,

The City Manager and Councilor Cassu. -Sanchez forwarded your email below to me and asked me to respond on their behalf. My name is Sally Paez. I am an Assistant City A. orney, and I represent the City's Land Use Department.

Thank you for sharing these concerns about virtual public mee□ngs on behalf of yourself and your neighbors. However, the City needs to con□ue processing applica□ons from property owners that want to develop their property. The City would certainly prefer to hold the mee□ng live at City Hall, but at this me it is not safe or legal to do so. I understand that this is a difficult transi on for everyone.

Since we cannot hold in-person mee□ngs, the City is working hard to ensure that all members of the public have a variety of avenues for attending and listening to the mee□ng remotely and for providing comments on the project. Please encourage any of your neighbors who lack internet access to submit written comments. Complete informa□on about how to par cipate will be included on the mee□ng agenda, but here is an overview.

- Members of the public may submit written public comments in advance of the mee□ ng by email (LandUsePublicComment@santafenm.gov), by U.S. Postal Service (City of Santa Fe, ATTN: Noah Berke, PO Box 909, Santa Fe, NM 87504-0909), or by dropping off a comment at the physical drop box, which will be located outside City Hall at the entrance to Land Use Lobby facing Marcy Street. Please include your full name and address, and iden□fy the specific agenda item you are commen□ng on. To be included in the official record and considered at the hearing, written public comment must be received no later than Monday, May 18, 2020.
- Members of the public will be able to view the Zoom mee□ ng on the City's YouTube channel.
- Members of the public will be able to attend the Zoom mee□ng by phone or video. Zoom attendees will be permitted to provide real- me public comment, by either "raising their hand" (if using a smart phone or computer) or by pressing *9 if using a regular phone.

Addi onally, I wanted to let you know that the City will be conduc ng two public hearings on this project. The first public hearing will be the May 21 Planning Commission mee□ng, at which the Planning Commission will make a recommenda□on to the Governing Body. The second public hearing will be before the Governing Body. The Governing Body hearing has not been scheduled yet.

Since this matter will be hear by the Governing Body, Councilor Cassutt-Sanchez also asked me to alert you to the special role that the members of the City's Governing Body will have in rela□on to this matter. The Governing Body will be considering elements of the proposed development in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legisla□ve role (setting policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose. In addi on, the Council must disclose communica□ons received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impar al. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legisla□ve roles.

Please feel free to contact City Land Use Staff for more information about the project or ways to participate. The most knowledgeable contact for this case is Senior Planner Dan Esquibel, daesquibel@santafenm.gov, 955-6587.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
(505) 955-6501
sapaez@santafenm.gov

The Mission of the City Attorney's Office is to advise, defend, and protect the City and enforce its laws in a timely and just manner; and

WE ARE
#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org

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From: Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Sent: Friday, May 1, 2020 3:15 PM
To: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Subject: Zoom Planning Commission Meeting Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jarel,

the residents of the Midtown Neighborhood Association live in District 4, in the proximity of the Calle La Resolana.

Please take a moment and read the attached letter and let us know by the end of next week (5/7/20) whether anything can be done to postpone the scheduled 5/21/20 Zoom Planning Commission meeting until a time all neighbors can attend. This Zoom meeting comes at a time when most people are fighting for their livelihood and are stressed to the max. A Zoom meeting for our neighborhood will be a disaster - as explained in the attached letter.

We would very much appreciate it if you could be our advocate in this matter.

Sincerely,

Ute
Midtown Neighborhood Association

I hope you and your family are well and healthy.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT G

June 24, 1998 Governing Body Minutes

Councilor Montaño proposed a friendly amendment, which was accepted, that this issue would be reviewed in one year to see what the revenues were and to reconsider rates at that time.

The amendment was accepted as friendly.

Councilor Montaño stated that he would vote against the ordinance. He said he understood this to be a state-of-the-art golf course that out-of-town players would be interested in using regardless of the rates, and so he felt resident rates should have been left at $21 for weekends and non-resident rates raised from $45 to $51.

Mayor Delgado stated that this golf course would be as competitive as any golf course in the Southwest. He said he also felt staff's recommended fees were appropriate in relationship to surrounding golf courses, and also preferred to think that the city "got it right the first time instead of going back to the people in one year and saying we've got to raise it."

The ordinance, as amended, passed on the following Roll Call vote:

For: Councilor Whitted; Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Martinez; Councilor Moore; Councilor Sanchez.

Against: Councilor Montaño.

Councilor Bushee also asked that a senior rate be considered in a year as well.

CONSIDERATION OF BILL NO. 1998-21: ADOPTION OF ORDINANCE NO. 1998-23.
Case #ZA 1998-4. Somerset Self-Storage Rezoning and Development Plan. (Formerly Case #ZA 1992-20, Villa de los Arboles RM-2 Zoning Rescission). Pacific Santa Fe Properties, L.P., Requests Rezoning of 2.584± Acres From RM-2 (Multi-Family Residential) to C-2 (General Commercial), and Requests Approval of a Development Plan for a Self-Storage Complex. The Property is Located at 2900 Cerrillos Road Behind the Park Inn Hotel

Planner Greg Smith addressed the Council as follows: "This property was previously approved for a 34-unit condominium project known as

the Los Arboles project. The applicant came back to the Council on that project and asked that the conditions be amended. The Council declined to amend those conditions. The applicant then came back to the Council and asked to have the RM zoning rescinded and to have C-2 zoning restored. The Planning Commission recommended approval of that request. The Council noted some concerns primarily related to access to Calle la Resolana, and requested that the applicant work with the staff and the Commission to revise the application. So that is the case that is before the Council tonight -- the revised request for rezoning from RM multi-family residential zoning on this parcel to go back to C-2. This time, the applicant has amended the request to include a development plan which would provide for the construction of individual storage units on this property.

"The primary access to the revised project, to the storage unit project, would be via a common driveway across the Park Inn property from Cerrillos. Access to Calle la Resolana would be retained for emergency access only. The Council adopted various traffic mitigation measures when they reviewed the condominium project, and several of those conditions are carried forward as conditions of approval for the rezoning and development plan approval that the applicant is requesting tonight.

"Our staff report addresses various aspects of this project, but concludes that, in general, the community impacts of this project will be comparable to or less than the impacts that were associated with the previous condominium project. We've noted in the staff report that the project appears to comply with the various General Plan and zoning regulations criteria for rezonings, and we are recommending approval of the project subject to the conditions as recommended by the Planning Commission."

Those conditions were:

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be to the approval of the affected utility companies and city staff, and the plat shall be filed prior to issuance of any

construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge (east of the Park Inn on Cerrillos Road) and the Park Inn. Plans for this modification shall be reviewed and approved by the city traffic engineer and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency usage thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan, including all site improvement drawings and off-site traffic mitigation construction drawings, shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer and shall comply with all applicable city codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC.

9. The project will conform to the new lighting ordinance.

There were no persons wishing to address the Council either for or against this proposal.

Councilor Chavez moved for approval. The motion was seconded by Councilor Moore.

Councilor Chavez said he had opposed this project "since day one" because of concerns about ingress and egress on Calle la Resolana, but in this instance felt the developer had "jumped through a number of hoops" in addressing the concerns of the neighborhood and members of the Governing Body.

Councilor Chavez commented that he was concerned that the applicant could not have signage on Cerrillos Road. He said this "boggled the mind."

Mr. Smith explained that existing sign regulations prohibited off-premises advertising. He said the Planning Commission directed staff to initiate an amendment to the regulations to provide an exception for circumstances such as this, and that amendment should go before the Council this fall.

Councilor Chavez pointed out, however, that the ingress-egress to Cerrillos Road was contiguous to the property, so it did not make sense to him that there could not be signage directing drivers to the storage units.

Mr. Smith explained that the applicant did not own the property fronting Cerrillos Road, and Councilor Chavez asked why the applicant could not simply approach the property owner and ask for permission to place the sign there. Mr. Smith responded that the goal of the sign regulation was to reduce sign clutter, and that included off-site signs.

Councilor Chavez said he had trouble with the term "off-site signs," because he did not think there was a definition for it. He stated, "This signage thing really has no bearing as far as I'm concerned. I think it really meets the intent of the ordinances that we have." He said he would drop this issue for now, but wanted his remarks on the record.

Councilor Moore asked Mr. Smith if he understood correctly that there was actually more neighborhood opposition to the idea of the condos than there was to the idea of this commercial use, and Mr. Smith said there was considerable testimony in the record to that effect.

Councilor Moore said, "It frankly amazes me that anyone would prefer a self storage facility next to their home versus housing, but if that's what the neighborhood wants....I just find them really dead, scary places....but you're right, they don't generate much traffic."

Owner John Coelho was duly sworn. He stated that all of the conditions were acceptable and he had no problems with any of them.

Responding to questioning from Mayor Delgado, Mr. Smith said staff would advise the Planning Commission that any major changes to the development plan would require City Council review and approval.

Councilor Montaño asked Mr. Smith to inform the City Council if there were any changes whatsoever to the development plan, and Mayor Delgado said he thought that "a legitimate request."

Councilor Martinez asked how condition #5 would be monitored.

Mr. Smith responded that staff would require that appropriate signage be installed. He said the condition would be monitored by zoning enforcement staff, but noted that staff did not have an ongoing enforcement program where annual checks were done of each rezoned property in the city. He commented, however, that staff was "fairly observant" about such things and also stated that complaints from residents would be responded to.

Referring to condition #5, Councilor Montaño asked what constituted "emergency usage" and Mr. Smith responded, "Staff would understand that to mean that the gate would be locked at all times except when there was an emergency, at which point the lock would be cut or the Fire Department or ambulance services or Police Department would have keys to go through."

The ordinance was adopted with the following Roll Call vote:

For: Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Montaño; Councilor Sanchez; Councilor Whitted.

Against: Councilor Martinez.

Abstaining: Councilor Moore.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT H

Applicant Submittals

1155660

DECLARATION OF RECIPROCAL EASEMENTS

This Declaration of Reciprocal Easements is made as of the 7th day of April, 1995 by and between SANTA FE PARK INN, LIMITED PARTNERSHIP, a New Mexico Limited Partnership ("SFPI"), and PACIFIC SANTA FE PROPERTIES, L.P., a New Mexico Limited Partnership ("PSFP").

RECITALS

The following recitals of fact are a material part of this instrument:

A. SFPI owns that parcel of realty described on Exhibit "A" attached hereto ("Parcel 1") and PSFP owns that parcel of realty described on Exhibit "B" attached hereto ("Parcel 2") as shown on the subdivision plat thereof filed in the office of the County Clerk in Santa Fe County, New Mexico, on 18th APRIL 1995 at page 035 Plat Book No. 300 (the "1995 Plat").

B. The parties hereby wish to grant one another mutual and reciprocal easements for ingress and egress over their respective parcels as above described,

C. Attached hereto as Exhibit "C" is a site plan wherein Parcel 1 is the area delineated by cross-hatching, and Parcel 2 is the remainder of the area therein depicted. Included on Exhibit C are the easement areas as hereinafter described in this Agreement.

DECLARATIONS

Now, therefor, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves,

and their successors and assigns, as follows:

1. GRANT OF MUTUAL EASEMENTS:

(a) SFPI grants to PSFP, its tenants, licensees, business invitees, employees and grantees of all or any portion of Parcel 2, in common with SFPI and all tenants business invitees, employees, and patrons of Parcel 1, the right of way for ingress and egress over and upon Parcel 1 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 1 shown on Exhibit C and legally described on Exhibit D-1 attached hereto (the "Parcel 1 Easement Area").

(b) PSFP grants to SFPI, its tenants, licensees, business invitees, patrons, and employees, in common with PSFP and all tenants , business invitees, employees and grantees of all or any portion of Parcel 2, the right of way for ingress and egress over and upon Parcel 2 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 2 shown on Exhibit C and legally described on Exhibit D-2 attached hereto (the "Parcel 2 Easement Area").

2. PROHIBITION OF IMPROVEMENTS ON EASEMENT AREAS. Neither party shall build or maintain, or permit to be built or maintained, any structure on either the Parcel 1 Easement Area or the Parcel 2 Easement Area. These restrictions shall not apply to light standards, appurtenant electrical equipment, signs relating to business conducted on each respective Easement Area, traffic or

directional signs, fences, gates, or similar structures (providing they do not impair the free use of the easements above granted).

3. MAINTENANCE OF EASEMENT AREAS. Each party shall maintain and keep in good repair the rights-of-way situated on its Parcel and shall keep such areas and rights-of-way free and clear of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The rights-of-way on both Parcels shall meet at equal grades and no obstructions shall be erected or permitted upon either Parcel which will in any way interfere with the rights granted by this agreement. Neither party shall change the striping of the driveways on its Parcel without the other party's written consent, which consent shall not unreasonably be withheld. Each party shall maintain insurance against claims for personal injury and property damage in an amount not less than Two million dollars ($2,000,000.00) combined limits for personal injury and one hundred dollars ($100,000.00) with respect to property damage. Such limits shall be increased, from time to time, at the request of either party, in accordance with the coverage generally maintained by business enterprises in the area for risks in connection with parking lots or parking areas adjacent to commercial buildings. All such policies shall name both parties as insureds.

4. PROHIBITED COMMERCIAL ACTIVITIES. Neither party shall conduct nor permit the conduct of any commercial activities or commercial use of any portion of its Easement Area.



5. TERM. This agreement shall continue for a term of 55 years from the date hereof, or so long as both Parcel 1 and Parcel 2 shall be used for commercial retail, hotel, or residential uses, whichever shall be longer. Nevertheless, in the event that commercial retail, hotel, or residential activities on either Parcel 1 or Parcel 2 shall cease during the term of this agreement, the owner of the other Parcel on which such activities are continuing shall have the right to terminate this agreement upon giving 60 days' written notice to the then owner of the Parcel on which such activities have ceased. The recording of such notice shall have the effect of giving general notice that upon the end of the 60 day period set forth in the notice, the within agreement shall be deemed of no further force or effect. Temporary cessation of us upon either Parcel due to fire or other casualty, construction or reconstruction, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 120 days for purposes of making alterations or reletting shall not be deemed a cessation of use within the meaning of this Paragraph 5.

6. COVENANTS RUNNING WITH THE LAND. The easements hereby granted, and restrictions hereby imposed, and the agreement herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, an be binding upon, the parties hereto and their respective successor and assigns, including, without limitation, all subsequent owners of Parcel 1 and Parcel 2 and all persons claiming under them.



7. ENTIRE AGREEMENT. This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

8. NOTICES. All notices under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known address set forth on the signature page of this agreement, or such other address as a party shall advise the other by written notice.

9. NON-WAIVER. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

10. HEADINGS. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. This agreement shall be construed in accordance with and governed by the laws of the State of New Mexico.

12. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed a gift or dedication of any portion of either subject Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to and for the purposes herein expressed.

13. SEVERABILITY. If any clause, sentence or other portion of this agreement shall become illegal null or void for any reason,

or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

14. INJUNCTIVE RELIEF. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of either Parcel subject to this agreement of any of the terms, covenants, and conditions herein contained, in addition to any other remedies provided herein or available at law, any or all of the owners or tenants of either Parcel shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

15. SUBSEQUENT CONVEYANCES. All conveyances of all or any portion of either Parcel 1 or Parcel 2 subject to the date hereof shall recite that they are subject and subordinate to the terms and conditions hereof.

16. ATTORNEY FEES. Should any action or proceeding be brought to enforce any provision hereof, or for damages by reason of the alleged breach, the prevailing party (that party obtaining the greatest quantum of affirmative relief) shall be entitled to receive it's attorneys' fees and all costs of such action or proceeding from the other party.

17. MERGER. If title shall vest at any time in any one party in both of the Parcels subject to this agreement, a merger of such title shall remove the easements as between such merged Parcel; provided, however that such party owning both Parcels may elect to cause an election of non-merger to be recorded in the records of

Santa Fe County in which event such merger shall be deemed not to have occurred.

18. CONSENT. Each party hereto, or any party claiming under any of them, agrees that they will not unreasonably withhold their approval or consent wherever provision is made herein for such approval or consent.

19. MORTGAGEE PROTECTION, NOTICE AND CURE. If SFPI or PSFP, or their respective assigns shall mortgage all or any part of the respective Easement Areas created by this Declaration, each agrees that so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s), the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Declaration by joint action of PSFP and/or SFPI without the prior written consent of each mortgagee.

(b) PSFP and SFPI shall, upon the serving with any notice of default under this Declaration, simultaneously serve a copy of the notice upon any Easement Area mortgagee(s).

(c) Any Easement Area mortgagee shall have the right, but not the obligation, at any time prior to termination of this Declaration and without payment of any penalty, to effect any insurance required hereunder, to pay any taxes or assessments against any portion of the easement parcels, to make any repairs or improvements, to the easement parcels created hereunder, to do any other act or thing required of either party hereunder, and to any act or thing which may be necessary and proper to be done in the



performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Declaration. Any Easement Area mortgagee and its agents and contractors shall have full access to each easement parcel for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Easement Area mortgagee shall be as effective to prevent a termination of this Declaration as the same would have been if done by the parties hereto.

(d) Anything contained in this Declaration to the contrary notwithstanding, if any default shall occur which, pursuant to any provision of this Declaration, purportedly entitles either party to terminate this Declaration, neither party shall be entitled to terminate this Declaration, and the notice shall be rendered void, if the mortgagee or the trustee under any such easement mortgage or deed of trust, within thirty days after expiration of the period within which the defaulting party was permitted to cure the default (or within sixty after receipt of the notice by the said Easement Area mortgagee or trustee if the default is not curable by such party), shall:

(1) either (i) cure the default if the same can be cured by the expenditure of money; or (ii) if the default or breach is not curable, commence, or cause any trustee under the easement mortgage or deed of trust to commence, and thereafter to diligently pursue to completion steps and proceedings to foreclose on the interests covered by the mortgage; and

(2) perform or cause the performance of all of the



covenants and conditions of this Declaration requiring the expenditure of money by either party until such time as the Easement Area parcel shall be sold upon foreclosure, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure; provided, however

(3) either party shall, commencing with the date such foreclosure action shall commence, have a period of sixty days within which to effect the cure of the non-monetary default causing such foreclosure action to commence, or to provide for the benefit of the other easement parcel easement rights providing ingress and egress rights the substantial equivalent of those granted in and to each such easement parcel under the terms of this Declaration. Such cure or provision of substitute ingress and egress rights shall cause the termination of any such foreclosure action provided the defaulting party shall promptly reimburse such mortgagee or trustee for costs incurred in the said foreclosure action.

(e) If any mortgagee is prohibited from commencing or prosecuting any foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by court having jurisdiction of any bankruptcy or insolvency proceeding involving either party hereto, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition; provide that the easement mortgagee shall have fully cured any default in the payment of any monetary



obligations of either party under this Declaration and shall continue to pay currently those monetary obligations as and when the same fall due.

(f) Each party agrees that the name of any Easement Area mortgagee(s) shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by each party under this Declaration on condition that the insurance proceeds are to be applied in the manner specified in such Easement Area mortgagee's mortgage.

(g) Each party agrees that in the event of termination of this Declaration by reason of any default hereunder, each party, if requested by any Easement Area mortgagee will enter into a new Declaration containing each and all of the terms contained herein.

(h) Each Easement Area mortgagee agrees that in the event of termination of this Declaration by reason of the default of any party, and the acquisition of a fee interest in either Easement Area by such Easement Area mortgagee or its assignee, such mortgagee or its assignee, if requested by the non-defaulting party, will enter into a new Declaration containing each and all of the terms contained herein.

(i) Except as provided in subparagraph (h), above, nothing herein contained shall require any Easement Area mortgagee to enter into a new Declaration nor to cure any default of either party.

(j) The parties hereto shall give a Easement Area mortgagee(s) notice of any arbitration or condemnation proceedings,

or of any pending adjustment of insurance claims as concerns the Easement Areas, or either of them, and any Easement Area mortgagee shall have the right to intervene therein and shall be made a party to such proceedings The parties hereby consent to such intervention. If such mortgagee does not elect to intervene or become a party to such proceedings, it shall none the less receive notice and a copy of any award or decision made in connection therewith.

(k) SFPI and PSFP shall cooperate in including in this Declaration by suitable amendment from time to time any provision which may be reasonably requested by any Easement Area mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Article 19 and allowing such mortgagee reasonable means to protect or preserve its rights and interests in and to the Easement Areas created hereunder under a default under the terms of this Declaration. The parties and such Easement Area mortgagee agree to execute and deliver (and acknowledge for recording purposes, if necessary) any agreement required to effect any such amendment; provided that any such amendment shall not adversely affect any rights of the parties under this Declaration.

(l) Each Easement Area mortgagee shall promptly, upon request of either party hereto, execute, acknowledge and deliver to either party so requesting, at the sole cost of such party, a document agreeing to all of the provisions herein contained.

(m) The term "mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the



real property the subject of this Declaration, such as, without limitation, deeds of trust, security deeds, as well as financing statement, security agreements and other documents required pursuant to the Uniform Commercial Code. The term "mortgagee" as used herein shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to beneficiary under a deed of trust and the secured party under a security agreement.

(n) In the event any Easement Area mortgagee, or its designee, becomes the owner of the servient or dominant estate with respect to an Easement Parcel, such mortgagee (or designee, as the case may be) shall have no liability or obligation for any breaches under this Declaration which are attributable to the period prior to the date such mortgagee, (or its designee) acquires title to such estate. Nor shall such mortgagee (or its designee) be personally liable for any breach under this Declaration.

WITNESS the hands and seals of the undersigned this 7TH day of APRIL, 1995.

SANTA FE PARK INN LIMITED PARTNERSHIP,
a New Mexico Limited Partnership

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

PACIFIC SANTA FE PROPERTIES, L.P.,
a New Mexico Limited Partnership

1155672

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on April 7, 1995, by John R. Coelho as President of TSC Development Company, Inc., general partner of Santa Fe Park Inn Limited Partnership, a New Mexico limited partnership, and general partner of Pacific Santa Fe Properties, L.P., a New Mexico general partnership, on behalf of both of said limited partnerships.

_____
Notary Public

My Commission expires:
August 23, 1997

AMELIA J. MARTINEZ
NOTARY PUBLIC
STATE OF NEW MEXICO

F:\CLIENT\PAC-SF.PRO\DECLARAT(4/6) ajm

1155673

PROPERTY DESCRIPTION, TRACT 1-A-1

A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT, FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11';
THENCE S71°07'40"W, 296.88';

THENCE FROM SAID POINT S75°07'43"W, 210.69';
THENCE N14°50'55"W, 97.98';
THENCE S75°07'43"W, 135.11';
THENCE N14°52'01"W, 111.92';
THENCE N55°38'39"E, 13.02';
THENCE N14°05'55"W, 125.45';
THENCE N55°56'54"E, 79.96';
THENCE N56°17'55"E, 88.12';
THENCE N56°30'55"E, 10.20';
THENCE N56°48'55"E, 172.90';
THENCE S14°45'00"E, 451.98' TO THE POINT OF BEGINNING, CONTAINNING 2.790 ACRES, MORE OR LESS.

UTIL.

1155674

PROPERTY DESCRIPTION, TRACT 1-A-2,

A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

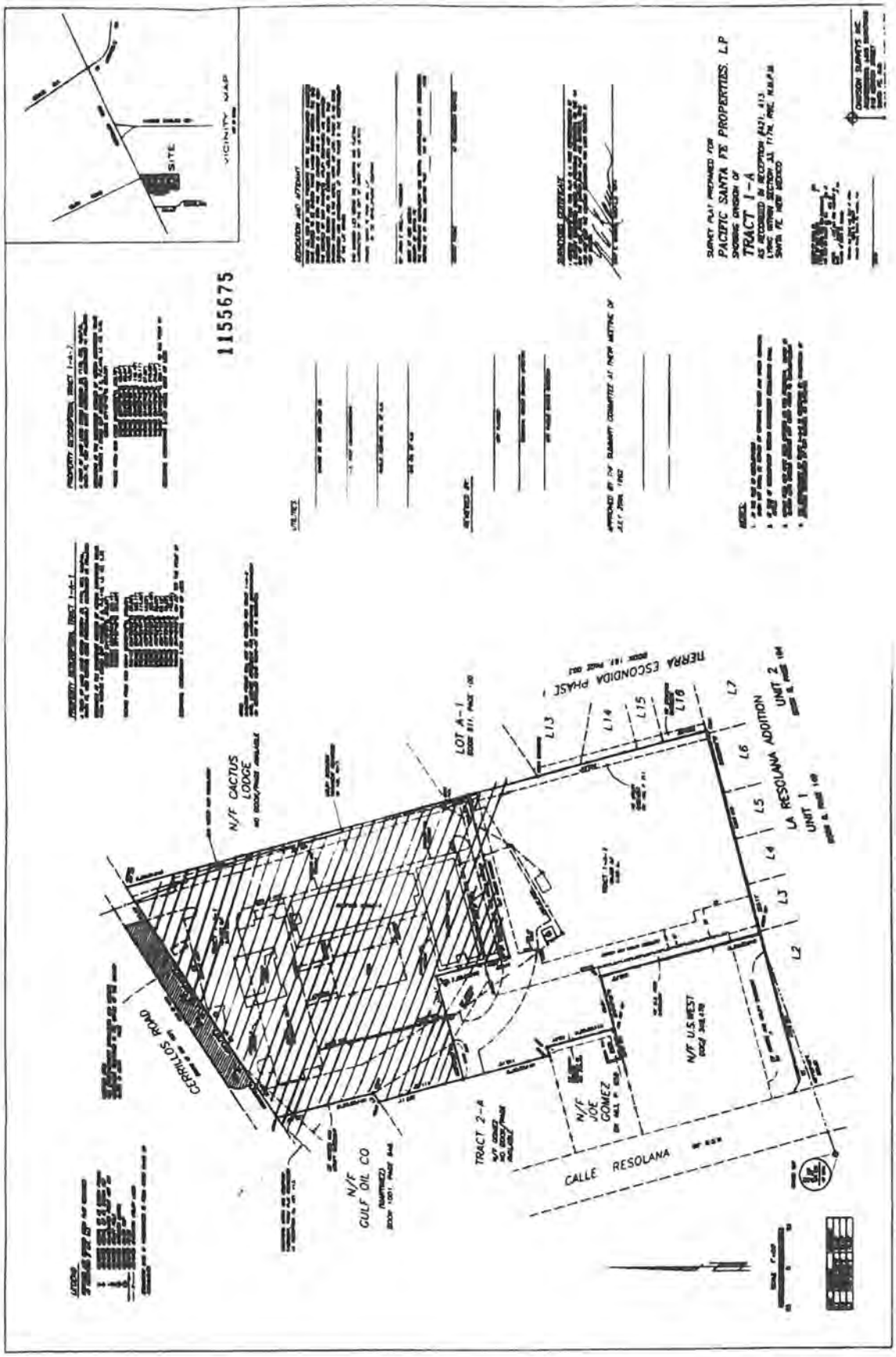
BEGINNING AT THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRAC FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S71°07'40"W, 296.88';

THENCE FROM SAID POINT N14°52'02"W, 208.72';
THENCE S75°07'58"W, 69.01';
THENCE N14°52'02"W, 90.01';
THENCE S75°07'58"W, 10.99';
THENCE N14°52'01"W, 115.19';
THENCE N75°07'43"E, 135.11';
THENCE S14°50'55"E, 97.98';
THENCE N75°07'43"E, 210.69';
THENCE S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11' TO THE POINT OF BEGINNING, CONTAINNING 2.403 ACRES, MORE OR LESS.

'TIES

1155675

EXHIBIT "C"



1155676

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-1, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST:
BEGINNING AT A REBAR AT THE SOUTH EAST CORNER OF SAID TRACT 1-A-1;

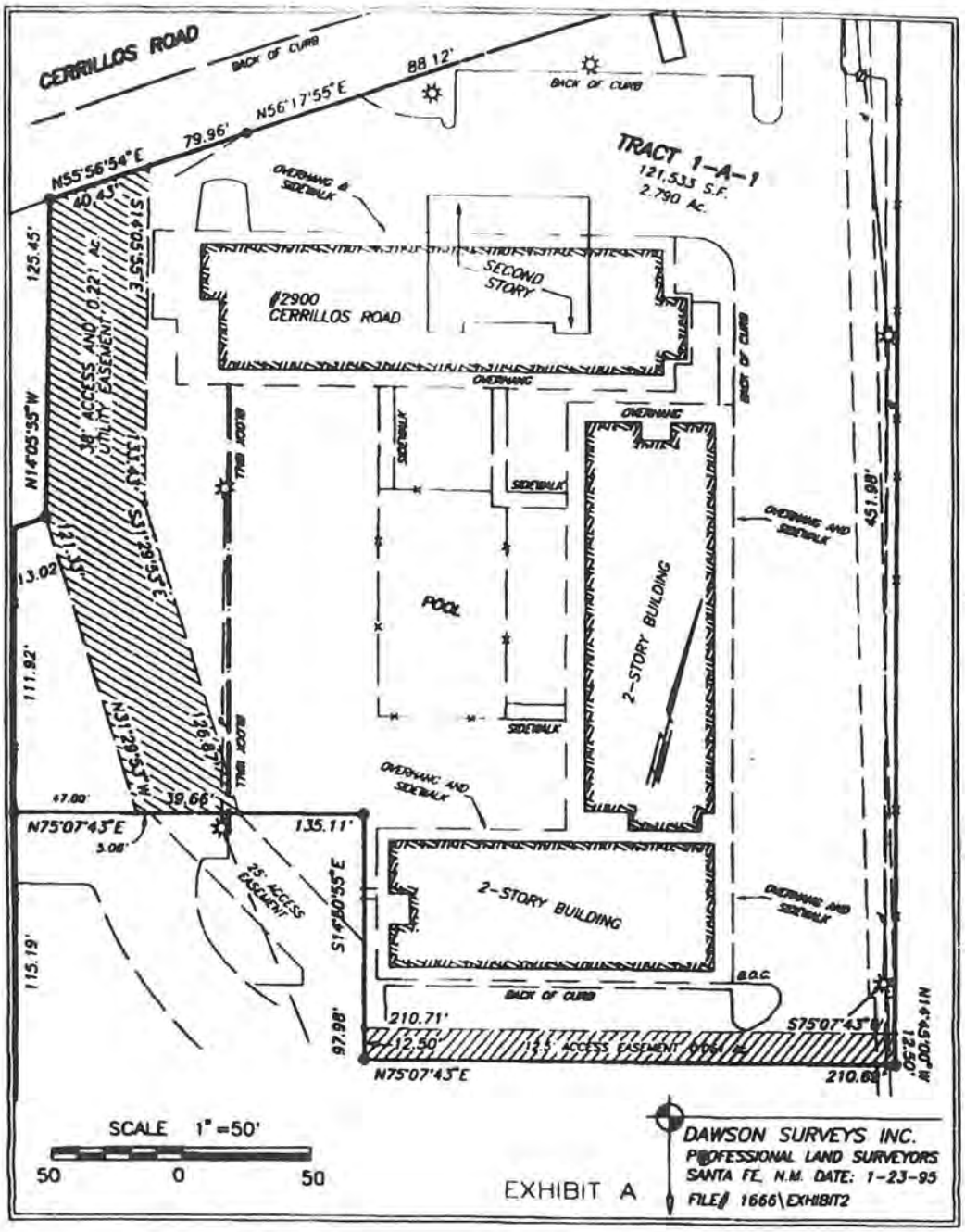
THENCE N14°45'00"W, 12.50 FEET;
THENCE S75°07'43"W, 210.71 FEET;
THENCE S14°50'55"E, 12.50 FEET;
THENCE N75°07'43"E, 210.69 FEET TO THE POINT OF BEGINNING
CONTAINING 0.061 ACRES, MORE OR LESS.

SECOND:
BEGINNING AT A REBAR AT THE NORTH WEST CORNER OF SAID TRACT 1-A-1;

THENCE N55°56'54"E, 40.43 FEET;
THENCE S14°05'55"E, 133.43 FEET;
THENCE S31°29'53"E, 126.87 FEET;
THENCE S75°07'43"W, 39.66 FEET;
THENCE N31°29'53"W, 121.33 FEET;
THENCE N14°05'55"W, 125.45 FEET TO THE POINT OF BEGINNING
CONTAINING 0.221 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "A" ATTACHED HERETO.

TOTAL P.05


CERRILLOS ROAD
BACK OF CURB
N56°17'55"E
88.12'
79.96'
N55°56'54"E
40.43'
TRACT 1-A-1
121,533 S.F.
2.790 Ac.
OVERHANG & SIDEWALK
SECOND STORY
2900 CERRILLOS ROAD
125.45'
N14°05'35"W
30' ACCESS AND UTILITY EASEMENT
0.221 Ac.
S14°05'35"E
13.02'
111.92'
S37°28'55"W
126.87'
TRIB 3000
OVERHANG
SIDEWALK
POOL
2-STORY BUILDING
451.88'
47.00'
19.66'
N75°07'43"E
3.08'
135.11'
25' ACCESS EASEMENT
S14°50'55"E
115.19'
97.98'
210.71'
12.50'
15' ACCESS EASEMENT
B.O.C.
S75°07'43"W
210.69'
N14°52'00"W
121.50'
SCALE 1"=50'
50 0 50
EXHIBIT A
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M. DATE: 1-23-95
FILE# 1666\EXHIBIT2

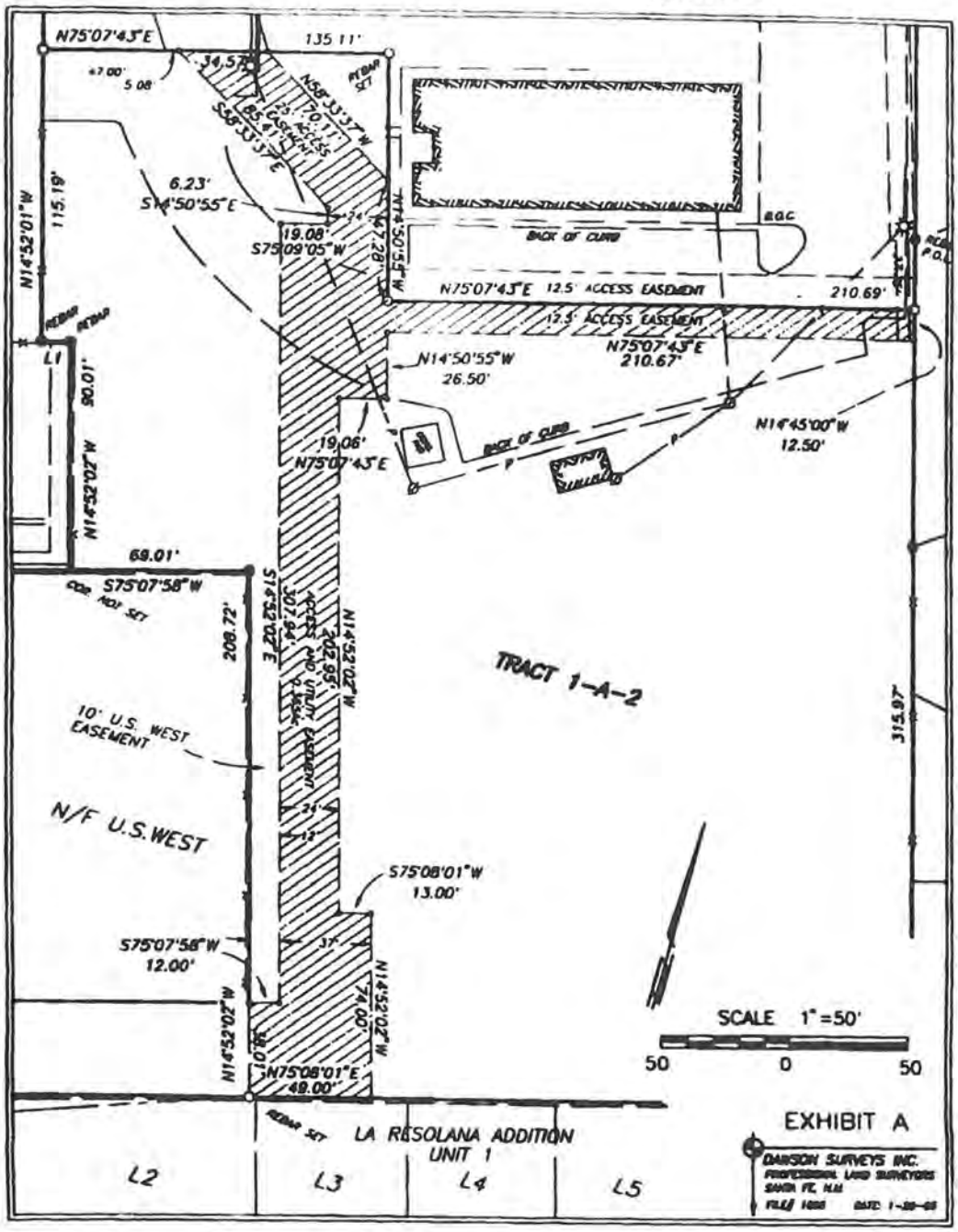
DESCRIPTION 1155678

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUDARY OF SAID TRACT 1-A-2;

THENCE N75°08'01"E, 49.00 FEET;
THENCE N14°52'02"W, 74.00 FEET;
THENCE S75°08'01"W, 13.00 FEET;
THENCE N14°52'02"W, 202.95 FEET;
THENCE N75°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 26.50 FEET;
THENCE N75°07'43"E, 210.67 FEET;
THENCE N14°46'00"W, 13.50 FEET;
THENCE S75°07'43"W, 210.69 FEET;
THENCE N14°50'55"W, 47.28 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S75°07'43"W, 34.57 FEET;
THENCE S58°33'37"E, 85.41 FEET;
THENCE S14°50'55"E, 6.23 FEET;
THENCE S75°09'05"W, 19.08 FEET;
THENCE S14°52'02"E, 307.94 FEET;
THENCE S75°07'58"W, 12.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.

1155679


N75°07'43"E
135.11'
34.57'
N58°33'37"W
S58°33'37"E
25' ACCESS EASEMENT
6.23'
S14°50'55"E
19.08'
S75°09'05"W
N14°52'01"W
115.19'
N75°07'43"E 12.5' ACCESS EASEMENT
210.69'
BACK OF CURB
12.5' ACCESS EASEMENT
N75°07'43"E
210.67'
N14°50'55"W
26.50'
N14°45'00"W
12.50'
19.06'
N75°07'43"E
L1
90.01'
N14°52'02"W
68.01'
S75°07'58"W
208.72'
S14°52'02"E
202.84'
ACCESS AND UTILITY EASEMENT
N14°52'02"W
202.95'
TRACT 1-A-2
315.97'
10' U.S. WEST EASEMENT
N/F U.S.WEST
S75°08'01"W
13.00'
S75°07'58"W
12.00'
N14°52'02"W
74.00'
N75°08'01"E
49.00'
SCALE 1"=50'
50 0 50
EXHIBIT A
LA RESOLANA ADDITION
UNIT 1
L2
L3
L4
L5
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M.

The following is a description of a tract of land being the Southerly thirty eight feet (38') of Tract 1-B, Holiday Management Company Subdivision, as the same is shown and designated on the plat of record filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 9, 1972 and as designated on the Warranty Deed filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 13,1972, in the Book 295, Pages 725 & 726, and being more particularly described by metes and bounds as follows:

Begining at the Southeast corner of the tract herein described, said point also being the Southeast corner of the aforementioned Tract 1-B, Holiday Management Company Subdivision and running on a bearing of S 75°08'30" W, distance of 198.03 feet to an angle point of the tract herein described; Thence running on a bearing of N 59°51'30" W, a distance of 15.51 feet to an angle point of the tract herein described; Thence running on a bearing of N 14°51'30" W, a distance of 27.03 feet to the Northwest corner of the tract herein described; Thence running on a bearing of N 75°08'30" E, a distance of 209.00 feet to the Northeast corner of the tract herein described; Thence running on a bearing of S 14°51'30" E, a distance of 38.00 feet to the Southeast corner of the tract herein described and true point of beginning containing 7,882 square feet or 0.1809 acres, more or less, and as shown on Exhibit A attached hereto.

1155680

Date: 12-20-94

COUNTY OF SANTA FE 901 ISS 389
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 14th day of Dec A.D. 19 94, at 2:07 o'clock PM. and was duly recorded in book 155, page 1680-681 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
Deputy

COUNTY CLERK
JONA G. ARMIJO
SANTA FE COUNTY NEW MEXICO

1155681

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUDARY OF SAID TRACT 1-A-2;

THENCE N78°08'01"E, 49.00 FEET;
THENCE N14°52'02"W, 74.00 FEET;
THENCE S78°08'01"W, 13.00 FEET;
THENCE N14°52'02"W, 202.95 FEET;
THENCE N78°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 26.50 FEET;
THENCE N78°07'43"E, 210.67 FEET;
THENCE N14°45'00"W, 12.50 FEET;
THENCE S78°07'43"W, 210.69 FEET;
THENCE N14°50'55"W, 47.20 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S78°07'43"W, 34.57 FEET;
THENCE S58°33'37"E, 85.41 FEET;
THENCE S14°50'55"E, 6.23 FEET;
THENCE S78°09'05"W, 19.08 FEET;
THENCE S14°52'02"E, 307.94 FEET;
THENCE S78°07'58"W, 13.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.


CERRILLOS RD.
SITE
CAMINO LA TIERRA
CAMINO CRISTOBAL
CAMINO ENTRADA
NOT TO SCALE
VICINITY MAP
REFERENCE DOCUMENTS
1. WARRANTY DEED FROM MAHER KASSAM TO DANIYAL N. CHRISTIE AND MEENA D. CHRISTIE, RECORDED IN BOOK 2312, PAGE 914, AND DATED JAN. 13, 2003.
2. BOUNDARY/LOTA PLAT PREPARED FOR PACIFIC SANTA FE PROPERTIES, L.P. SHOWING DIVISION OF TRACT 1-A, PREPARED BY DAWSON SURVEY INC. RECORDED IN BOOK 315, PAGE 034, AND DATED SEPT. 11, 1995.
3. SURVEY PLAT PREPARED FOR PACIFIC SANTA FE PROPERTIES, L.P. SHOWING DIVISION OF TRACT-1, PREPARED BY DAWSON SURVEY INC. RECORDED IN BOOK 300, PAGE 034, AND DATED SEPT. 18, 1995.
4. REPLAT OF TRACT 1-A-2, AND TRACT 1-B, LYING WITHIN SEC.33, T17N, R8E, N.M.P.M., PREPARED BY DAWSON SURVEY INC. RECORDED IN BOOK 300, PAGE 035, AND DATED SEPT. 18, 1995.
5. SURVEY PLAT PREPARED FOR FIRST INTERSTATE BANK OF TRACT 1-A, PREPARED BY G. DAMRON & ASSOCIATES N.M.P.E. & L.S. #5414 DATED NOV. 8th, 1988.
LEGEND
BEARINGS ARE DERIVED FROM BOUNDARY/LOTA PLAT RECORDED SEPT. 11th, 1995, IN Bk.315, Pg.034
DENOTES CAPPED REBAR SET WITH ING. LS#
DENOTES REBAR, OR AS SHOWN HEREON
DENOTES CALCULATED POINT NOT SET
DENOTES UTILITY POLE
DENOTES OUTDOOR LIGHTS
DENOTES BRASS CAP
DENOTES FENCE
DENOTES APPROXIMATE CENTERLINE OF N/F UTILITY EASEMENT
DENOTES BOUNDARY OF LANDS SOLD WITH BY THIS PLAT
INFORMATION OUTSIDE OF THIS BOUNDARY IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT.
NOTES AND CONDITIONS
THIS PROPERTY IS SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD WHICH PERTAIN.
PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH THE PROVISIONS OF EACH CITY OF SANTA FE ORDINANCE ADOPTED AFTER DEC. 30, 2002, THAT ADDRESSES ANY PROVISION OF EXISTING REQUIREMENTS CALLED FOR IN CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
APPROVAL OF THIS PLAT DOES NOT CONSTITUTE APPROVAL BY THE CITY OF SANTA FE FOR ANY ENCROACHMENTS INTO PRIVATE PROPERTY.
THIS PROPERTY ZONED _____ FOR SETBACK, HEIGHT AND LOT COVERAGE RESTRICTIONS SEE CITY ZONING DEPARTMENT.
NOTE
ACCORDING TO F.I.R.M. FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 350070 0005 C, DATED APRIL 2, 1993, THIS PROPERTY LIES WITHIN DESIGNATED FLOOD ZONE C, AREA OF MINIMAL FLOODING.
#1519583
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 5th day of April, 2007 A.D. at 11:55 o'clock AM, and was duly recorded in book 425, page(s) 2 of the records of Santa Fe County.
Witness my Hand and Seal of office
VALERIE ESPINOZA
County Clerk, Santa Fe County, N.M.
Deputy
County Seal
SCALE
CERRILLOS ROAD
TRACT 1-B-1
2.029 ACRES ±
2900 CERRILLOS ROAD
SFC #1-051-097-288-064
TRACT 1-A-1
0.759 ACRES ±
2900 CERRILLOS ROAD
SFC #1-051-097-273-061
N/F
GULF OIL CO.
(MARTINEZ)
BOOK 1001, PAGE 916
N/F
JOE AND JOSE GUMP
1325 CAMINO LA RESOLANA
DEED BOOK 414, PAGE 199
N/F
VICTOR BALLAS
NO BOOK/PAGE AVAILABLE
2864 CERRILLOS ROAD
N/F
LOT A-1 TIERRA ESCONDIDA
2860 CERRILLOS ROAD
PLAT BOOK 155, PAGE 022
DEED BOOK 1048, PAGE 932
N/F
TCS DEVELOPMENT CO.
TRACT 1-A-2
PLAT BOOK 315, PAGE 034
DEED INST. #1355583
AFFIDAVIT
OWNER (TRACT 1-A-1, 1-B)
3-16-07
GENERAL PARTNER
DATE
5/16/07
MEENA D. CHRISTIE
DATE
STATE OF NEW MEXICO
COUNTY OF SANTA FE
ON THIS 16th DAY OF March 2007 BEFORE ME APPEARED DANIYAL N. CHRISTIE AND MEENA D. CHRISTIE, TO ME KNOWN TO BE THE PERSONS WHOSE NAMES APPEAR ABOVE AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE ACT AND DEED OF THE PERSONS WHOSE NAMES APPEAR ABOVE.
NOTARY PUBLIC
4/25/11
COMMISSION EXPIRES
CITY OF SANTA FE REVIEW
SUBDIVISION ENGINEER
5/16/07
DATE
CITY PLANNER
5-16-07
DATE
SURVEYORS CERTIFICATE
I, EDWARD M. TRUJILLO, NEW MEXICO PROFESSIONAL SURVEYOR AND HEREBY CERTIFY THAT I CORRECTLY WAS RESPONSIBLE FOR THIS SURVEY COMPLETED ON THE 15th DAY OF JUNE, 2007. THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYS IN NEW MEXICO.
EDWARD M. TRUJILLO, N.M.P.S. #14269
3/14/07
DATE
EDWARD M. TRUJILLO
NEW MEXICO
14269
PROFESSIONAL SURVEYOR
INDEXING INFORMATION FOR COUNTY CLERK
LOT LINE ADJUSTMENT SURVEY
DANIYAL N. CHRISTIE
& MEENA D. CHRISTIE
ALL AS SHOWN ON PLAT RECORDED 09/11/95 AND RECORDED IN Bk. 315, Pg. 034, IN THE OFFICE OF THE SANTA FE COUNTY CLERK, NEW MEXICO, WITHIN PROJECTED SEC.33, T17N, R8E, CITY AND COUNTY OF SANTA FE, NEW MEXICO.
UPC #1-051-097-273-061
UPC #1-051-097-288-064
DAWSON SURVEYS, INC.
PROFESSIONAL LAND SURVEYORS
2500B CAMINO ENTRADA
SANTA FE, N.M. 87507
FILE #03151-ALL DATE:05/15/07

LA RESOLANA

Apartment Community

Development Plan Application

Submitted October 21, 2019 for December 5, 2019 Planning Commission Review

Owner/Developer:

Santa Fe Civic Housing Authority
644 Alta Vista Street
Santa Fe, NM 87505

Project Team:

MONTOYA LAND USE CONSULTING, INC
Monica Montoya



THOMAS GIFFORD ARCHITECT

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

ABQ Engineering
Engineers • Planners • Construction Services
8102 Menaul Blvd. NE, Suite D, Albuquerque, NM 87110
tele: 505.255.7802 fax: 505.255.7902

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(b) Allowed Use
(c) Acreage
(d) Density
(e) Architectural Points
(f) Yard Requirements
(g) Open Space
(h) Walls/Fences
(i) Lot Coverage
(j) Landscaping
(k) Off-Street Parking
(l) Height
(m) Signage

V. DEVELOPMENT REVIEW CRITERIA 12

(a) Traffic
(b) Santa Fe Homes Program
(c) Fire Protection
(d) Water & Sewer Availability
(e) Grading & Drainage
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MAPS AND PLANS

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EXHIBITS

Exhibits A1-2 City Application Form for Development Plan
Exhibits B1-5 Architectural Design Points Analysis
Exhibits C1-3 Santa Fe Homes Program Rental Proposal
Exhibits D1-7 Water Offset and Utility Service Applications
Exhibits F1-2 Schools Planning
Exhibits G1-56 Early Neighborhood Notification Reference Documents

TRAFFIC STUDY UNDER SEPARATE COVER

I. APPLICATION SUMMARY & PROJECT OVERVIEW

This application seeks **DEVELOPMENT PLAN** approval for a new multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM. ***(Exhibits A1-2).*** Said application is made pursuant to SFCC 14-3.8(B)(3)(b) which requires development plan approval for projects with a gross floor area of ten thousand square feet or more in a C-2, General Commercial zone district and within two hundred feet of a residential zone district.

This application is submitted on behalf of the Santa Fe Civic Housing Authority, (SFCHA) which is a local entitiy providing affordable rental housing at various locations throughout the Santa Fe community for families, the elderly and those with disabilities to name a few. The proposed housing community will add to their housing inventory and increase opportunities for additional affordable housing in Santa Fe. The SFCHA intends to build a housing community which area residents will be proud of.

La Resolana will be a housing community primarily for families with children. The units will be a mix of two and three bedroom floor plans. La Resolana is a 2019 NM MFA LIHTC 9% award winner and will conform with all of the provisions and requirements for a MFA Mandatory Design Standards for Multi-family Housing for New Construction.

The subject property is located to the south and east of the intersection of Cerrillos Road and Calle la Resolana. The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

The vicinity map on the following page depicts major intersections and the road network within ½ mile radius of the subject property.

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AERIAL VIEW

AERIAL LEGEND

LA RESOLANA SITE

1/2 MILE CIRCLE

SITE PLAN KEY NOTES

1 Property Boundary

LEGAL DESCRIPTION

Property: 1115 Calle La Resolana

Legal Description:

Amended Tract 1-A-2, as shown on plat entitled "Replat Tract 1-A-2, Tract 1-B, and Tract 1-B, Block 29, P.T. lying within Section 33, T-17N, R9E, N.M.P.M.,", filed in the office of the County Clerk of Santa Fe NM on April 10, 1985 in Plat Book 300 at page 035, Instrument No. 337,384

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT:

A triangular tract of land within propertied Section 33, T-17N, R.9E., N.M.P.M., City and County of Santa Fe NM and being more particularly describe as follows:

Beginning at the most southerly corner of said triangular tract from whence a government monument bears S 27 degrees 28'11" W, 520.80'

Thence from said point and place of beginning along the following bearings and distances:

N 58 degrees 33'57" W 70.29'

N 75 degrees 08'45" E 68.87'

S 34 degrees 42'05" E 50.79' to the point and place of beginning.

Being of the most southerly point of Tract 1-A-2 and being as shown on plat entitled "Proposed Lot Line Adjustment Exhibit Prepared for TSL Development Company LLC, Daniyal N. Christie and Meena D. Christi". File in the Office of the County Clerk of Santa Fe County, NM on July 31 2008 in Plat Book 630, page 045 as Instrument No. 1444,595.

JURISDICTION MAP n.t.s.



DIRECTIONS

The project is located 3.5 miles from Santa Fe Plaza near the intersection of Siler Road and Cerrillos Road on Calle La Resolana. The site has two access points, one directly from Cerrillos Road via an access and utility easement and the other from Calle La Resolana. The project address is 1715 Calle La Resolana, Santa Fe New Mexico 87505.

N 0 800'0 1600'0

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004607
REGISTERED ARCHITECT
12/2/19

1115 LA RESOLANA
1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO
SANTA FE CIVIC HOUSING AUTHORITY

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
o 505.982.7878 • TOM@THOMASGIFFORD.COM

DATE: 12 Feb 2019
SHT: SITE AERIAL

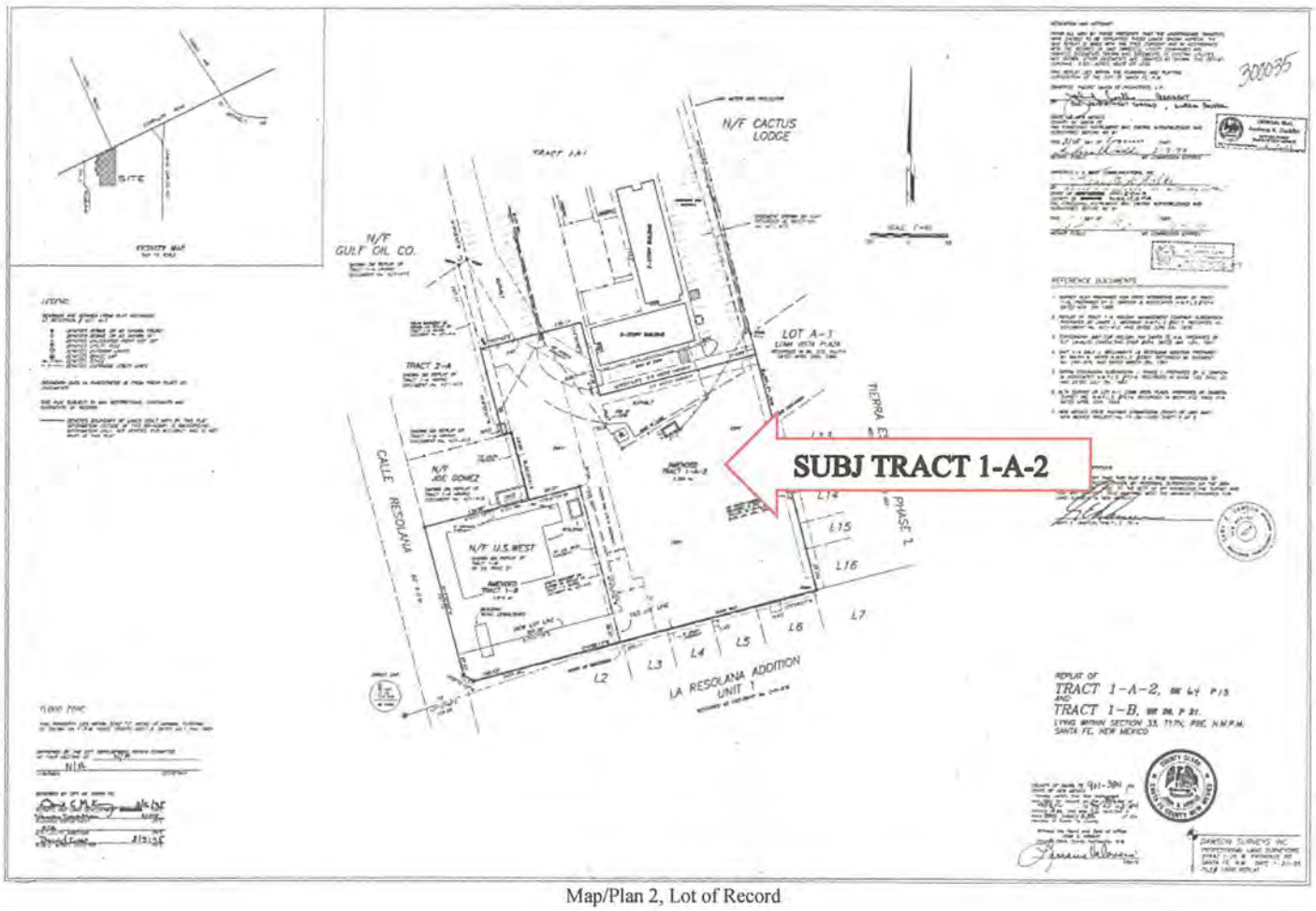
© thomas gifford architect, llc 2019

A01

Map/Plan 1: Project Vicinity Map and Area Context

LEFT BLANK INTENTIONALLY

LEGAL LOT OF RECORD: The property is part of a legally recognized subdivision named Replat of Tract 1-A-2 and Tract B, approved by the City in March of 1995 and recorded as document number 901-384 on April 18, 1995 as Book 300, Page 035. The subject tract, 1-A-2, contains 2.56 acres according to City data and depicted below for illustration purposes. A more legible version of the subdivision plat is included as an exhibit at the end of this report.



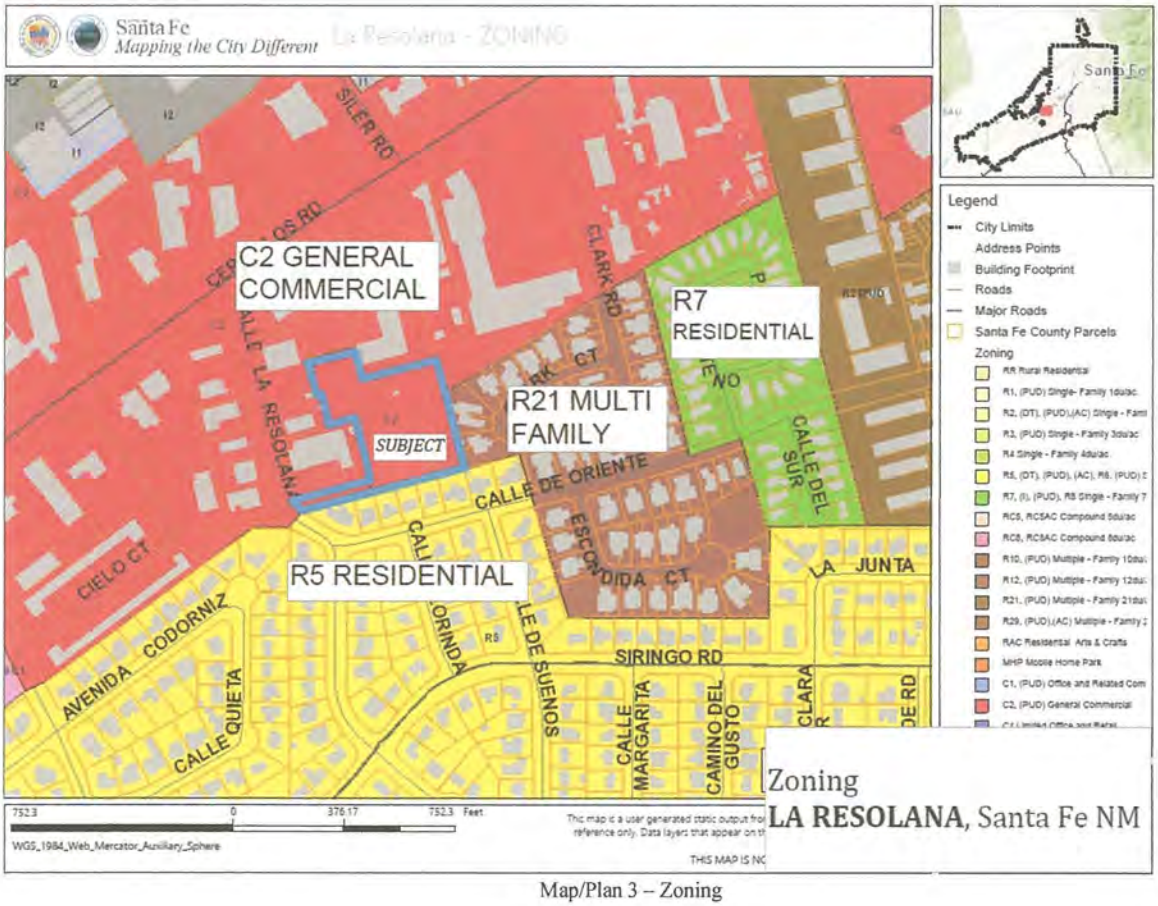
Map/Plan 2, Lot of Record

LEFT BLANK INTENTIONALLY

FUTURE LAND USE AND ZONING: The City's Future Land Use Plan designates the subject acreage as medium/high residential with a density of 12 – 29 units per acre. Therefore, a general plan amendment is not part of this application. We propose that it is possible this designation was assigned as a consideration for higher densities or a transition use to separate general commercial uses on Cerrillos Road and residential uses to the south of the subject.

The zoning district is C2 General Commercial which allows primarily for high commercial uses including retail, restaurants, gas stations, and other commercial uses similar to those along Cerrillos Road. Even though the C2 is a general commercial zone, multi-family is listed as a permitted use.

The subject property is highlighted in the City Zoning Map below. As depicted, C2 zoning is adjacent to the the west, north and part of the east boundaries. Multi-family zoning adjoins the east boundary with a density of 21 units per acre. Residential zoning is on the south boundary with a density of 5 units to the acre. The density for the subject is 17.6 dwelling units per acre.



Map/Plan 3 – Zoning

II. SITE DESIGN AND ARCHITECTURAL THEME

The site plan carefully considers compliance with design criteria of SFCC for multi-family developments. Six building are strategically placed around a plaza with places for active and passive recreation. A community building space is located in the plaza next to an open space area for use by residents. Two small parks are designated for children with age appropriate play activities including a sand area, games for skills, slides and climbing to encourage interaction, group play and learning.

Access is planned off Calle La Resolana via a private driveway. Parking extends off the driveway near the entrance to each unit. This design provides for safe and easy access to a dwelling from the parking area which is especially important for the safety of children because it eliminates the need to walk across a driveway. Every unit has a sidewalk connected to all common amenities within the site and to existing public sidewalk networks. Additional overflow parking is provided on the access driveway. A central area is provided for mail pick up.

Original site design concepts included a single large three story "U" shaped building placed at the center of the site with peremiter parking. Based on many discussions focused on quality living, and input from neighbors on other projects, the "U" shaped concept was eliminated. The proposed design incorporates a multi-building theme with a townhouse unit typology as opposed to a traditional stack-flat typology with units above or below one another. The townhouse model provides private front door entrances and private back yard spaces for each unit. The use of multiple buildings allowed the height to be dropped to two story and create interesting open space areas which essentially reduce the scale of the project. The site design concept is presented for illustration purposes. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 4, Site Development Plan Illustration

The architectural style incorporates familiar contemporary Pueblo style forms in a crisp geometrical manner. The buildings are stucco in earth tone colors with some metal decorative features. The project height is consistent with code for two story buildings with a maximum of 26'. All outdoor lighting is designed to minimize nuisance glare onto adjacent properties.

The following illustration depicts the architectural theme concept of the buildings within the community. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 5, Building Elevations

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III. DEVELOPMENT PLAN APPROVAL CRITERIA

(SFCC Section 14-3.8D)

(1) Necessary Findings

To approve a *development* plan, the planning commission must make the following findings:

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the *application*;

***Response**: The Planning Commission has authority to make final decisions on development plan applications according to SFCC, Section 14-3.8(B)(3)(b)*

(b) that approving the *development* plan will not adversely affect the public interest; and

***Response:** We propose that additional affordable rental housing in the City is in the public's interest. A City initiated study concluded that the number of needed affordable units is in the thousands in order to meet the current demand.*

(c) that the use and any associated *buildings* are compatible with and adaptable to *buildings*, *structures* and uses of the abutting *property* and other *properties* in the vicinity of the *premises* under consideration.

***Response**: The development design carefully considers buildings, structures and uses in the surrounding area. We propose that multi-family use is appropriate for the site as a buffer or transition use between high end commercial to the north and residential to the south. The use is also compatible with the surrounding zoning and densities including C2 zoning to the west, north and part of the east boundary. High density multi-family zoning adjoins the east boundary with a density of 21 units per acre. The density for the subject is 17.6 dwelling units per acre which is less than that of the east development. The building designs meets the City's strictest requirements for architecture and are rooted from a desire to connect with the area. The style seeks to be sensitive and complimentary to its neighbors. Even though the zoning allows for three story buildings, the height is reduced to two story as a more suitable scale considering the allowable heights of residential districts.*

The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

IV. CHAPTER 14 COMPLIANCE

The project complies with the design criteria of Chapter 14, SFCC as outlined in the following table:

	CHAPTER 14/ SFCC CRITERIA	COMPLIANCE METHOD
(a)	Zoning District	C2 General Commercial
(b)	Allowed Use	Multi-Family is a permitted use (Table 14-6.1-1)
(c)	Acreage	2.556 acres, (111,339.36 square feet)
(d)	Density	Chapter 14 does not prescribe density limits for multi-family use in C2 zone. The provided density is 17.6.
(e)	Architectural Design	The architectural design incorporates familiar contemporary pueblo style forms in a crisp geometrical manner. Predominant surface materials are stucco in earth tone colors with integrated metal decorative surface areas. The architectural theme exceeds the point requirements for multi-family projects. (205 points required, 230 points assigned) Analysis attached. ***(Exhibits B1-4)***
(f)	Yard Requirements	Proposed yard and setbacks are depicted on the development plan.
(g)	Open Space	Required: 11,250 sq. ft. (250 square feet x 45units) SFCC 14-7.5(D)(8)€ Provided: 15,900 sq. ft. Open space area will include various play structures for use by the children of residents.
(h)	Walls/Fences	Yard walls will be added up to 8' high along the perimeter property line where non exist.
(i)	Lot Coverage	Maximum Allowed: 60% SFCC Table 14-7.3-1 Provided = 28.2% (Total Roof Area 27,850 sq. ft. / Total Lot Area 111,339.36 sq. ft = 28.2%
(j)	Landscaping	Landscaping is provided using approved vegetation from the City plant list in landscape and open space areas. Sidewalk paths are landscaped and connect pedestrians to parking and the surrounding community. Numerous depressed areas on site will function as water collection basin for drainage management.

(k)	Off-Street Parking	PARKING CALCULATION DWELLING UNITS 45 DU 39-TWO BEDROOM DU (913 SF) X 1.5 SPACES / UNIT = 58.5 3- THREE BEDROOM DU (1162 SF) X 1.5 SPACES / UNIT =4.5 3- THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT =4.5 COMMUNITY ROOMS 570 SF X 1/200 NET LEASABLE = 3 OFFICE 570 SF X 1/350 NET LEASABLE = 1.6 TOTAL REQUIRED 70 PARKING PROVIDED 76 OFF-STREET BICYCLE PARKING 100 OR MORE PARKING SPACES REQUIRED 12 BICYCLE PARKING PROVIDED 12
(l)	Height	Allowed: 45' (Table 14-7.3-1) Provided: 26' Two Story
(m)	Signage	A monument sign for the identification of the project will be placed at the driveway entrance perpendicular to Calle la Resolana. Directional signage will be strategically placed throughout the project to direct traffic to apartment buildings and units.

V. DEVELOPMENT REVIEW TEAM CRITERIA

(a) **Traffic**: A Traffic Impact Study, (TIA) accompanies the development plan application under a separate cover. The TIA considered existing capacities, projected capacities at time of construction anticipated for 2021, and future capacities in the year 2031 to determine whether added traffic from the proposed development would be within prescribed allowable limits. The TIA also discusses solution based analysis to be considered. The details of the study are in the report.

(b) **Santa Fe Homes Program:** The Santa Fe Homes Program ordinance seeks to provide affordable housing for Santa Fe residents. The project is 100% affordable and complies with the ordinance. The Santa Fe Homes Program Rental Proposal is attached. ***(Exhibits C1-3)***

(c) **Fire Protection**: The project design considers appropriate access to the site in the event of an emergency per City Fire Codes. The main entrance to the development is from Calle la Resolana via an access drive meeting the width requirements. An emergency only access with gate is provided on the north end of the site near the accessible units. A 4" fire service is dedicated for automatic fire sprinkler systems.

(d) **Water & Sewer Availability**: A City water line extends from north to south on Calle la Resolana. A City sewer line exists parallel to the water line. The project will be served by these utilities via private connections extending to the east toward the project via the planned driveway system. Utility Service Applications attached. ***(Exhibits D1-7)***

(e) **Grading and Drainage**: A drainage calculations summary has been prepared by the project engineer analyzing predevelopment conditions, proposed conditions and post development drainage flow for adequate management of drainage for the development.

Drainage narrative from grading plan sheet:

DRAINAGE NARRATIVE

THE SITE FOR THIS DEVELOPMENT IS TRACT 1-A-2 (2.592 ACRES) AND IS LOCATED SOUTH AND EAST OF THE INTERSECTION OF CERRILLOS ROAD AND CALLE LA RESOLANA IN SANTA FE, NEW MEXICO.THE SITE IS CURRENTLY UNOCCUPIED AND CONTAINS NO EXISTING STRUCTURES. WITH THIS DEVELOPMENT, SIX NEW MULTIFAMILY STRUCTURES WILL BE CONSTRUCTED.

HISTORICALLY, THIS PARCEL DRAINS FROM THE NORTH TO SOUTH. THE DEVELOPED RUNOFF HONORS THE EXISTING DRAINAGE PATTERNS, WHILE DIRECTING THE RUNOFF TOWARDS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS. THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN.

(f) **Schools Planning**: According to the Santa Fe Public Schools website, the schools serving the area are the Kearny Elementary, Milagro Middle School and Santa Fe High School. A notice of the pending development plan application was delivered to the planning staff of the Santa Fe Public Schools along with an offer to meet at their convenience. ***(Exhibits E1-2)***

(g) **Transit**: At present, the closest City transit route runs east and west along Cerrillos Road. A bus stop exists near the intersection of Siler Road and Cerrillos Road within walking distance from the project.

EARLY NEIGHBORHOOD NOTIFICATION

Discussions with the neighbors began in late June of 2019 via personal meetings when requested, via phone calls and email correspondence. We propose that intense discussions brought about design changes which we believe make the project better for the community as a whole.

The official ENN meeting for the development plan application was held on Tuesday, July 9th at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed development was presented to neighbors. The meeting was well attended and intense discussions brought about additional design improvements.

The following table lists the major concern issues from neighborhood communications:

Neighborhood Input & Design Response

	ENN CONCERN AREAS	DESIGN RESPONSE
1.	**Massing and Scale**:	Pre ENN designs designs included a large single "U" shaped building with parking around the building and adjacent to the peremiter property lines. It was stated that this design concept provided less security for neighbors and encourage gatherings in the parking area disrupting adjacent residential yard space. This scheme was lreconfigured to 6 smaller scaled two story townhouse buildings and a community building reducing the scale and mass of the community and increase open space. This design intends to be more compatible with surrounding neighborhoods.
2.	**Building Stories and Height**:	Three story buildings are permitted by C2 zoning. In the interest of blending with adjacent residential neighborhoods, two story buildings were incorporated into the design at the height allowed by adjacent residential zone districts. Additionally, early designs included balcony spaces of the second floor bedrooms. These were eliminated.
3.	**Privacy Walls**	To create additional privacy to adjacent neighbors, walls up to 8' in height will be constructed at the peremiter boundary between neighboring properties.
4.	**Traffic**:	The following traffic issues were noted at the neighborhood meeting: • Speeding on Calle La Resolana is a problem. • There is considerable cut through traffic on Calle Oriente. • There have been many collisions with adjoining walls. • Parking on the street is difficult As a result of the concerns raised, a Traffic Impact Study, (TIA) was conducted to consider

	Traffic Continued…..	existing capacities, projected capacities at the time of construction anticipated for 2021, and future capacities in the year 2031 to determine how added traffic from the proposed development would affect prescribed allowable traffic levels. The traffic patterns in the area of the project were studied as well. The study also produced solutions based analysis for consideration. Please refer to the TIA for specific details.
8.	**Project lighting.**	A study of the proposed lighting was done assure that lighting levels comply with City code and do not project light or glare to adjacent properties. The parking area and pedestrian paths will be illuminated with low light pole fixtures or ballard lighting so as not to cast glare onto adjacent properties. There will be porch lighting in the back yard spaces similar to typical residential yard spaces in the city.
9.	**Unlawful Tenants on Property**	The Housing Authority controls unlawful tenants through the lease agreement. Unlawful occupancies are rare on existing Housing Authority projects because of strict enforcement of violations. The same procedures will apply in this project.
10.	**Impacts From Existing Land Uses in the Area.**	The neighborhood expressed that over the years, existing land uses on Cerrillos Road have negatively impacted their neighborhoods. A great portion of the neighborhood meeting was dedicated to this discussion. Their issues were not something that the proposed application could control, however, mentioning it herein conveys these concerns to the City.

All documents pertaining to the neighborhood process including City required forms and received neighborhood correspondence are attached. ***(Exhibits G1-56)***

CONCLUSION

Thank you for your consideration of this application for development plan. Please contact Montoya Land Use Consulting, Inc. with questions.

Exhibits A1-2

City Application Form for Development Plan

(date stamp)

DEVELOPMENT PLAN APPLICATION

Parcel Information

Project Name: LA RESOLANA

Address: 1115 Calle la Resolana

Property Size: 2.56 Acres

Current Use of Land: Vacant

Proposed Use of Land: Multi-Family Residential

Does a Rezoning application accompany this application? YES ☐ NO ☒

Are any variances required? YES ☐ NO ☒

Preapplication Conference Date: May 30, 2019

Early Neighborhood Notice (ENN) meeting date: July 9, 2019

Zoning: C-2 General Commercial

Property Owner Information

Name: Santa Fe Civic Housing Authority - Ed Romero, Director
First *Last*

Address: 644 Alta Vista Street
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Applicant/Agent Information (if different from owner)

Company Name: Montoya Land Use Consulting, Inc.

Name: Monica Montoya
First *Last*

Address: 726 Gregory Lane
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: 1115 Calle La Resolana

I/We authorize Montoya Land Use Consulting, Inc. to act as my/our agent to execute this application.

Signed: Ed Romero Date: 10/15/19

Signed: _____ Date: _____

Submittal Checklist (Requirements found in Section 14-3.8 SFCC 1987)

☒ *Six (6) 24"x36" plan sets and one (1) CD are required. Please include the following:*

☒	Letter of Application (intent, location, acreage)	☒	Statement addressing approval criteria	☒	Legal Lot of Record, Legal Description	☒	Development Plan (as defined by Section 14-3.8 SFCC 1987)	☒	Landscape, Parking and Lighting Plan, Signage Specifications
☒	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987)	☒	Traffic Impact Analysis (if required)	☐	Proof of Compliance with Conditions of Annexation Approval (if applicable)	☒	Sewer and Water Plan (including profiles and details)	☐	Phasing Plan (if applicable)
☐	Archaeological Clearance (if applicable)								

Development Plan Submittal Requirements, as defined by Section 14-3.8(C) SFCC 1987:

Applicants for developments that require development plans under this section shall submit plans and other documentation as required by the land use director that show compliance with the applicable provisions of the Santa Fe City Code as provided in Section 14-3.1(C) (Form of Application), including plans that show:

(a) existing conditions on the site and within two hundred (200) feet of the site;
(b) proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
(c) the types, extent and intensity of land uses that are proposed;
(d) proposed modifications to the infrastructure serving the site, including public and private streets, driveways and traffic control measures and utilities;
(e) documentation of compliance with development standards such as required yards, lot coverage, height of structures and open space;
(f) the phases of development, if applicable;
(g) for residential development, a proposal for provision of affordable housing as required by Section 14-8.11 (Santa Fe Homes Program);
(h) a development water budget as required by Section 14-8.13;
(i) for a development plan or final development plan, sufficient detail to clearly show how each applicable development standard is to be met and identify any variance or waiver required;
(j) for a preliminary development plan, sufficient detail to demonstrate the feasibility of meeting all applicable development standards, including an analysis of the type and extent of variances or waivers required, specific requests for which may be included.

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and development plan requirements.

Signature: Monica Montoya Date: 10/16/19

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, you will be contacted by us regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Thank you, and feel free to contact the Land Use Department staff at (505) 955-6585 with any questions.

Revised 12-11-12

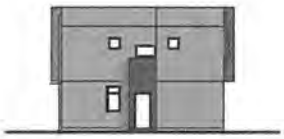
Exhibits B1-5

Architectural Design Points Analysis

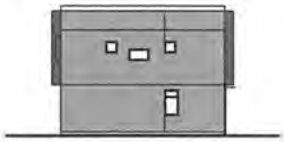
ARCHITECTURAL DESIGN REVIEW (SFCC 14-8.7-2)

LA RESOLANA
October, 2019

C2 Zone/New Construction: 205 Points Required. 230 points assigned.



3 (BUILDING A) WEST ELEVATION



4 (BUILDING A) EAST ELEVATION



2 (BUILDING A) NORTH ELEVATION



1 (BUILDING A) SOUTH ELEVATION

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building. 65% stucco and 35% metal.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	The predominant material is an earthtone color.
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	Wall surface areas are monolithic, consistent with window and door openings less than 25% of each individual wall surface area.
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	The project design includes parapets on all buildings which screen the roofs.
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Predominant Material	(A) All surfaces are concealed from public view	20	20	All roof surfaces are concealed from public view by parapets.
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	All roof surfaces are concealed behind parapets
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	Six two story buildings and one community building within the project are strategically placed so as to create the visual effect of offsetting wall planes, shade, and depth. The break up of buildings was desirable over a single large building on the site.
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Windows are recessed 2 or more inches
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	Fenestration does not exceed 50% on any wall surface area
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	All doors and windows are at least two feet from outside building corners.
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing will be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	Roof mounted equipment will be painted to match adjacent surface.
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		

TOTAL POINTS FOR PROPOSED DESIGN **230**

Exhibits C1-3

Santa Fe Homes Program Rental Proposal

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this _ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana*, hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks **Preliminary/Final Development Plan** approval.

2. The Property is to be developed as of **45** rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

Ed Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M. Chavez
NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

7.17.19
DATE

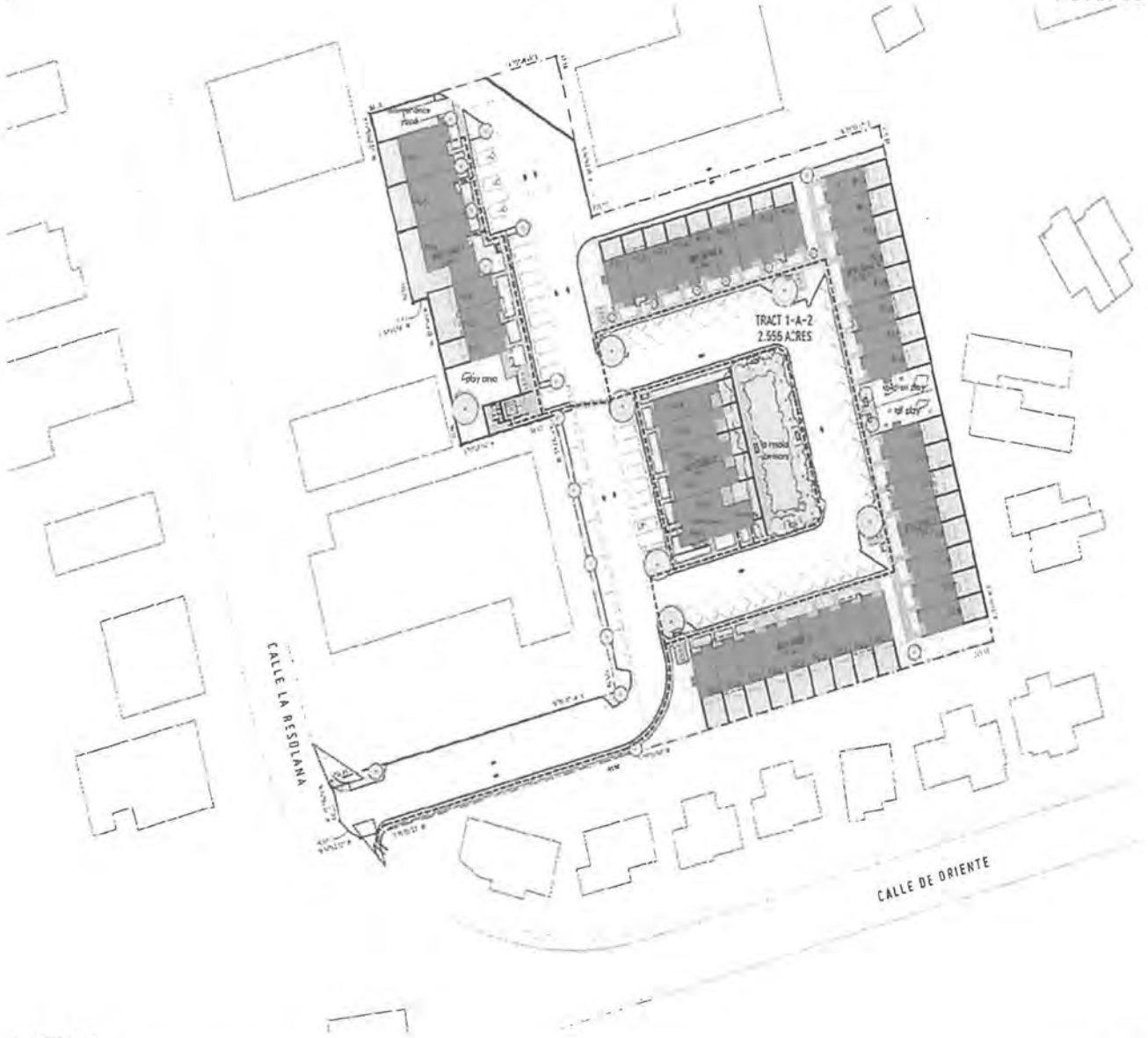
Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

572 C2

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 | SITE PLAN

SITE PLAN

SCHEMATIC DESIGN

LA RESOLANA

A001

EXHIBIT 1

Exhibits D1-7

Water Offset and Utility Service Applications

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:
- X Water Service Technical Evaluation Request
- ___ Agreement for Metered Service (AMS)
- ___ Agreement to Construct and Dedicate Public Improvements (ACD)
- ___ Annexation Application Water Budget
- ___ Water Offset Program/Water Rights Compliance Evaluation Request
- ___ Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits____

Property Uniform Property Code: 1051097302029000000 Existing Well: Yes _____ No X

Legal Description including lot size: TR 1-A-2 PLAT 300/34 T17N R 9E S33 2.403 AC

Short Description of Project: La Resolana Development Plan
45 Multi-family residential dwelling units

Construction Start Date: June 2020

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments): Apartments - Residential
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2"): NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	**Total**	**Total Residential Water Demand**	7.20 **AFY**

REVISED 9-10-09

D1

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: sEPTEMBER 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Watwer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

- **City Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

To obtain sewer service applications for properties outside the Presumptive City limits, please contact the City of Santa Fe Wastewater Division at 955-4650

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:

____ Water Service Technical Evaluation Request
____ Agreement for Metered Service (AMS)
____ Agreement to Construct and Dedicate Public Improvements (ACD)
____ Annexation Application Water Budget
____ Water Offset Program/Water Rights Compliance Evaluation Request
X Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits____

Property Uniform Property Code: 1051097302029000000 Existing Well: Yes _____ No X

Legal Description including lot size: TR 1-A-2 PLAT 300/34 T17N R 9E S33 2.403 AC

Short Description of Project: La Resolana Development Plan
45 Multi-family residential dwelling units

Construction Start Date: June 2020

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments) Apartments - Residential
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2") NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	**Total**	**Total Residential Water Demand**	7.20 **AFY**

REVISED 9-10-09

D4

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	***Only If Applicable** AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: August 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

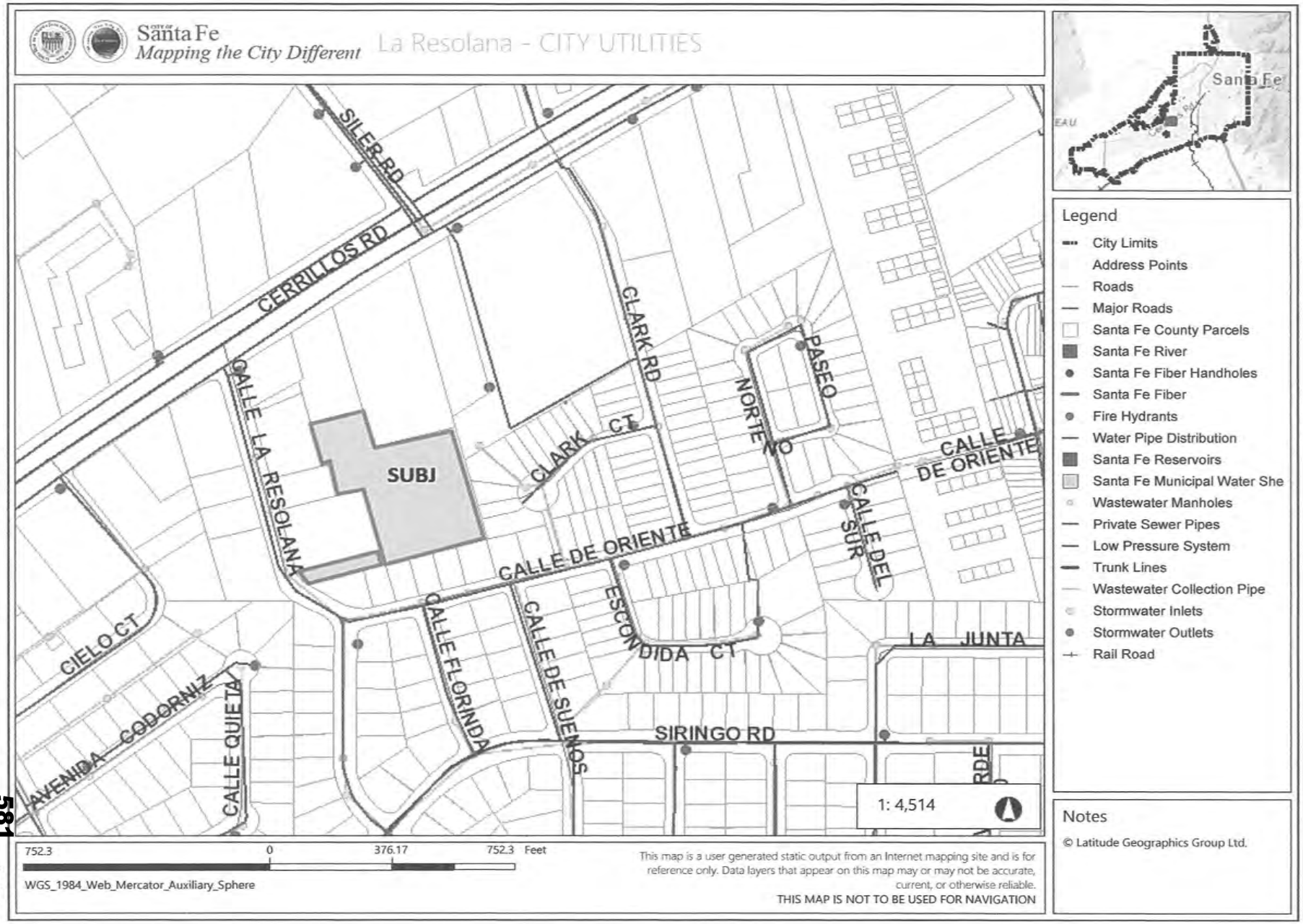
COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Sewer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

- **City Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

To obtain sewer service applications for properties outside the Presumptive City limits, please contact the City of Santa Fe Wastewater Division at 955-4650


City of Santa Fe
Mapping the City Different
La Resolana - CITY UTILITIES
SILER RD
CERRILLOS RD
CLARK RD
CLARK CT
PASEO NORTE NO
CALLE DE ORIENTE
CALLE DEL SUR
SUBJ
CALLE LA RESOLANA
CALLE DE ORIENTE
CIELO CT
CALLE FLORINDA
CALLE DE SUENOS
ESCONDIDA CT
LA JUNTA
SIRINGO RD
AVENIDA CODORNIZ
CALLE QUIETA
Santa Fe
1: 4,514
Legend
City Limits
Address Points
Roads
Major Roads
Santa Fe County Parcels
Santa Fe River
Santa Fe Fiber Handholes
Santa Fe Fiber
Fire Hydrants
Water Pipe Distribution
Santa Fe Reservoirs
Santa Fe Municipal Water She
Wastewater Manholes
Private Sewer Pipes
Low Pressure System
Trunk Lines
Wastewater Collection Pipe
Stormwater Inlets
Stormwater Outlets
Rail Road
Notes
© Latitude Geographics Group Ltd.
752.3 0 376.17 752.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

581

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Exhibits F1-2

Schools Planning

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: LA RESOLANA
2. Location of Property: 1115 CALLE LA RESOLANA
3. Owner/Agent Name: SANTA FE CIVIC HOUSING AUTHORITY

   Mailing Address: 614 ALTA VISTA STREET, SANTA FE NM 87505

   Phone & Fax: (505)412-1016 Monica@mntya.com
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	**Unit Quantity**	**Average Price**
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	45	

5. Elementary School Zone for Proposed Development: KEARNY ELEMENTARY
6. Middle School Zone for Proposed Development: MILAGRO MIDDLE SCHOOL
7. High School Zone for Proposed Development: SANTA FE HIGH SCHOOL
8. Build out Rates (Year/s; #/yr): 2020

   Estimated time frame subject to change

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

MONTOYA LAND USE CONSULTING, INC.

July 2, 2019

Ms. Shirley McDougall
Santa Fe Public Schools
Property & Asset Management
2195 Zia Road
Santa Fe NM 87505

SUBJECT: Planning for School Facilities and Operations to Support Proposed Apartment Community

Dear Ms. McDougall,

The purpose of this letter is to respectfully request a formal response regarding the planning for school facilities and operations to support a proposed apartment community with 45 dwelling units. This request is required by the City of Santa Fe as part of the development plan application process.

The apartment community is proposed by the Santa Fe Civic Housing Authority. The project is within the Santa Fe city limits located at 1115 Calle La Resolana on 2.56 acres of vacant land. (A vicinity map and conceptual site plan are attached for your convenience.)

According to the School district map, the responding schools for, elementary, mid-high and high school are Kearny, Milagro Midde School and Santa Fe High School. Is it possible for you to confirm this formally?

I very much appreciate your assistance. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attach: Project Vicinity Map
Conceptual Site Plan
Santa Fe Public Schools Form

726 Gregory Lane, Santa Fe, NM 87505 PH: (505)412-1016 Email: Monica@mntya.com

Exhibits G

Early Neighborhood Notification Reference Documents

EARLY NEIGHBORHOOD NOTIFICATION MEETING

Request for Staff Attendance

Project Information	
Project Name:	SANTA FE CIVIC HOUSING AUTHORITY
Address:	1115 CALLE LA RESOLANA
Parcel Size:	2.5
Zoning:	C2
Future Land Use:	12-29 DU/AC
Preapplication Conference Date:	MAY 30, 2019
Detailed Project Description:	DEVELOPMENT PLAN FOR 45 RESIDENTIAL UNITS

Property Owner Information			
Name:	Santa Fe Civic Housing Autthority		
Address:	644 Alta Vista Street		
Phone:	(505)412-1016	E-mail Address:	monica@mntya.com

Applicant/Agent Information (if different from owner):			
Name:	Montoya Land Use Consulting, Inc.		
Address:	726 Gregory Lane		
Phone:	(505)412-1016	E-mail Address:	monica@mntya.com

Agent Authorization (if applicable):

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize Monica Montoya, Montoya Land Use, Inc. act as my/our agent to execute this application.

Signed: Monica Montoya Date: 6/5/19

Signed: Ed Romero Date: 6/21/19

Proposed ENN Meeting Dates:

Provide 2 options:	*Preferred Option*	*Alternative*
DATE:	July 27	July 25
TIME:	5:30PM	5:30PM
LOCATION:	GCCC 3221 Rodeo Road Santa Fe, NM	GCCC 3221 Rodeo Road Santa Fe, NM

ENN GUIDELINES

Applicant Information

Project Name: **1115 CALLE LA RESOLANA**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

June 24, 2019

Dear Property Owners and Residents,

The City of Santa Fe Land Development code prescribes for early notification of development applications pursuant to SFCC 14-3.1 (F).

You are invited to attend an Early Neighborhood Notification meeting on Tuesday, July 9, 2019, at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM, to discuss a proposed development plan application for an apartment community with forty five units on 2.55 acres of vacant property located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, resident, or neighborhood association within 300 feet of the subject property for the development plan application.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
Email: Monica@Mntya.com
Phone: (505)412-1016

Montoya
Land Use Consulting, Inc.

Submitted March 18, 2020

Planning Commission & City Council
C/O Dan Esquibel, Senior Planner
City Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87505

RE: **REQUEST AMENDMENT OF ORDINANCE 1998-23, CONDITION #5, RELATED TO EMERGENCY ONLY ACCESS RESTRICTION OFF CALLE LA RESOLANA FOR THE PROPERTY LOCATED AT 1115 CALLE LA RESOLANA (FORMALLY KNOWN AS 2900 CERRILLOS ROAD)**

Dear Mr. Esquibel,

Please accept this letter as a revision to the development plan application for La Resolana, a proposed multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM.

This revised application seeks an amendment to Ordinance 1998-23, Condition No. 5, to lift an "emergency only access" restriction to Calle La Resolana which was imposed on the subject property as part of a previous development approval in 1998. This request is made in order to allow for full access to Calle La Resolana for the proposed apartment community.

BACKGROUND AND SUMMARY:

The City Council approved a rezoning to C2, General Commercial and a development plan for a new commercial storage unit facility on the subject property over twenty year ago on June 24th, 1998. The ordinance adopted as part of that application, (Ordinance 1998-23), created a condition which restricted use of Calle La Resolana to emergency only access for the storage unit facility. Subsequently, the storage unit facility was never built and the development plan expired, but, the C2 zoning remained with the property and because the access restriction was tied to the zoning, it became a condition affecting future development.

Twenty years later, in 2019, the Santa Fe Civic Housing Authority, (SFCHA), acquired the property for a proposed housing community. A development plan application was submitted for Planning Commission review and through the application process, the access restriction was revealed and staff determined that the City Council would need to to amend the ordinance.

As a result, the development plan application has been revised to include this request to amend Ordinance 1998-23, Condition #5 to allow full access of Calle La Resolana for the proposed housing community.

726 Gregory Lane, Santa Fe, NM 87505, Ph: (505)412-1016, Email: Monica@Mntya.com

Current Access Alternatives:
As part of the current development plan application, potential alternatives for acceptable full access other than Calle La Resolana was considered by SFCHA with no success primarily because adjacent properties are fully developed, do not meet SFCC standards for full access without variances, adjacent owners are uninterested in dedicating their land for the project, or are not suitable for a housing community. This exercise did present an emergency access to the north via the Days Inn Hotel property, with a emergency gate. As such, the project design accomodates emergency access to the north. With that, the access design includes full access to Calle La Resolana, and emergency access via an easement through the Days Inn Hotel property to the north.

The subject property is essentially land locked with the exception of the proposed full access off Calle La Resolana. It appears that Calle La Resolana was intended to serve as full access to the parcel via a City approved plat which depicts the driveway as part of the subject property acreage, not an easement. The subject property is a flag lot with the access driveway connecting the parcel to Calle La Resolana.

SFCC Criteria:

Section 14-3.5 sets forth criteria for rezoning. While this application does not pursue a rezoning, it proposes an amendment to a condition of a previous rezoning approval. Nevertheless, we propose that the amendment meets rezoning criteria:

REZONING CRITERIA (Section 14-3.5)

(C)(1)(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

Applicant Response: We propose that Condition #5 of the Ordinance was intended for a commercial development application twenty years ago. It is possible that circumstances surrounding that specific development application do not exist today, or apply to a residential use application such as the one proposed. The current application complies with SFCC development design requirements for a residential development.

(b) all the rezoning requirements of Chapter 14 have been met;

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, the access design is subject to Chapter 14. Additionally, the application satisfies Chapter 14 requirements for residential development including all design criteria for use, parking, lot coverage ratio, height, landscaping, setbacks, density, terrain management, and access.

(c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;

Applicant Response: We propose that applicable policies regarding appropriate access to development of the General Plan are met as proposed.

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and

Applicant Response: We propose that full access to Calle La Resolana is sufficient and appropriate for residential use. The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses in the immediate area with access off Calle La Resolana..

(e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic. The project has access to existing

public facilities including city water and sewer, electricity, cable, internet, parks, pedestrian parks, and schools.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, we propose that the character of a residential community would be less intense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

(D) Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

(2) If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Applicant Response: The applicant will contribute fees to supplement City funding efforts to improve existing infrastructure such as streets, parks, police and fire services.

Early Neighborhood Notification:

An ENN meeting for the Ordinance Amendment request was held on Monday, March 9th, at 5:30, at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed amendment was presented to neighbors. This meeting was the second meeting related to the La Resolana proposal. The meeting was well attended. The major issue of concern related to traffic on Calle La Resolana resulting from speeding cars and cut through traffic.

PROPOSED ACTION:

We ask the City Council to amend Ordinance 1998-23, Condition #5, to allow full access to Calle La Resolana and consider the following:

1. The proposed full access meets design standards of SFCC.
2. The proposed full access satisfies traffic design standards.
3. The proposed full access is the only acceptable alternative based on the properties location and access options.

Additionally, we propose that traffic generated by the residential community will have less of an impact on the existing street network than that generated by a high density commercial use which is allowed by the C2 zone.

We appreciate your consideration of the proposed ordinance amendment. Pertinent information is attached. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attachments: City Application,
Ordinance 1998-23,
City Council Minutes, June 24, 1998
Early Neighborhood Notification Documents

726 Gregory Lane, Santa Fe, NM 87505, Ph: (505)412-1016, Email: Monica@Mntya.com


maintenance yard
F06
F05
BUILDING F
6 UNITS
F04
F03
F02
F01
play area
A01
A02
A03
A04
A05
A06
A07
A08
A09
BUILDING A
9 UNITS
TRACT 9-A-2
2.592 ACRES
B01
B02
B03
BUILDING B
8 UNITS
B04
B05
B06
B07
B08
children play
tot play
E04
E03
BUILDING E
5 UNITS
E02
E01
E05 maintenance community bldg
la resolana commons
C01
C02
C03
BUILDING C
8 UNITS
C04
C05
C06
C07
C08
D09
D08
BUILDING D
9 UNITS
D06
D05
D04
D03
D02
D01
CALLE LA RESOLANA
CALLE DE ORIENTE
maintenance
7 A0091
1 A0091
9 A0091
7 A_0091
N 75°05'45" E
98.11'
N 14°54'15" W
135.0'
N 14°54'15" W
210.97'
N 75°03'37" E
316.40'
S 14°55'01" E
264.59'
S 75°03'52" W
69.10'
N 14°54'59" W
S 74°58'34" W
199.14'
N 75°08'59" E
N 14°54'15" W
209.48'
S 75°11'27" W
15.55'
N 60°04'13" W
6720
6715
6710
6710
6710

May 21, 2020
Planning Commission
Case #2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT A

Technical Corrections

	Technical Corrections of approval	Department	To be completed by:
1	The development plan shall upgrade parking numbers, and include parking details showing width, length and angle of each parking style proposed. All parking shall comply with Exhibit B - Illustrations of Parking Space Layout and Dimensional Standards.	**Land Use Current Planning**	Prior to recording the Development Plan
2	Include in the Development Plan crosswalks and appropriate signage such as “children at play” throughout the development.		
3	Complete all Development Plan redlines		
4	Geotechnical/soils report stamped by a New Mexico Professional Engineer.	**Technical Review Division**	Prior to permit review
5	Certified topographic survey		
6	Utility plan that clearly labels the water and sewer as “public”, where applicable (for water - up to the meter cans and fire service valves.)		
7	Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.		
8	Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.		
9	Show floodplain boundaries on the plat, if applicable.		
10	Water Harvesting from roof and site runoff is required.		
11	All shrubs to be 5 gallon size.		
12	Mohonia repens- “Creeping Mahonia” is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.		

13	Landscape fabric and mulch are missing.		
14	Seed rate and sod square footage are missing.		
15	One to three-year water budget calculations is missing.		
16	Irrigation zones are designed based on “locations”, not to “plant needs” as required by city code.		
17	Please explain your use of bubblers vs drip for tree irrigation.		
18	Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.		
19	Bubblers and drip on the same zone are not to city code.		
20	Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.		
21	Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	**Water Division**	Prior to finalizing the development plan.
22	Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1)	**Fire Division**	At the time of any new construction or remodel.
23	Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1)		
24	507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building.		
25	Shall have water supply that meets fire flow requirements as per IFC (Appendix B)		
26	Shall comply with Section D102.1 Access and Loading (75,000 lbs).		

27	Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)		
28	Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.		
29	Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates.		
30	Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.		

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT B

Findings of Fact and Conclusions of Law

May 21, 2020
Planning Commission
Case # 2019-1149
1115 Calle La Resolana
Development Plan

EXHIBIT C

Development Review Team (DRT)

City of Santa Fe, New Mexico

memo

DATE: April 1, 2020

TO: Dan Esquibel, Senior Planner

FROM: John J. Romero, Engineering Division Director JR

CASE: **Case #2020-1994.1115 Calle La Resolana Zoning Ordinance Amendment**
Case #2019-1149. 1115 Calle La Resolana Development Plan

ISSUE:
Monica Montoya, Agent, for Santa Fe Civic Housing Authority, Owner, request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street, for a 45-dwelling unit apartment complex. The applicant also requests Development Plan approval to construct a 45-dwelling unit apartment complex consisting of approximately 46,523 square feet of buildings. The property is approximately 2.4 acres and is zoned C-2 (General Commercial). It is within the Suburban Archaeological Review District.

TRAFFIC:
The developer prepared a Traffic Impact Analysis. Please refer to this analysis for the methodology used to assess traffic. The TIA demonstrates that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network.

In addition the developer looked at sight distance for the proposed driveway onto Calle la Resolana. With the proposed realignment of said driveway, the developer is able to obtain the required sight lines. Please see attached drawing.

The Public Works Department supports the proposed development plan ant the proposed Ordinance amendment allowing access onto Calle la Resolana.

RECOMMENDED ACTION:

	Conditions of Approval:	Completed By
1	None	N.A.

	Technical Corrections:	Must be Completed By
1	None	N.A.

DENOTES EXISTING 8' CINDER BLOCK WALL

DENOTES UNOBSTRUCTED LINE OF SIGHT TO INTERSECTION

DENOTES PROPOSED CINDER BLOCK WALL

DENOTES STOP LINE

CINDER BLOCK WALL TO BE REMOVED

DENOTES EXISTING 4.5' CINDER BLOCK WALL

SIGHT DISTANCE ALONG CENTERLINE = 280.21'
REQUIRED FOR 25 MPH = 280'
EXISTING SPEED LIMIT = 25 MPH

CINDER BLOCK WALL TO BE REMOVED

EDGE OF DRIVING LANE = EDGE OF CURB AND GUTTER

DENOTES EXISTING ROCK WALL

HEIGHT OF EYE=3.5' LOCATED 14.5' FROM EDGE OF DRIVING LANE

DENOTES UNOBSTRUCTED LINE OF SIGHT

SCALE: 1" = 10'

LEGEND:

- EXISTING 8' CINDER BLOCK WALL TO REMAIN
- EXISTING 4.5' CINDER BLOCK WALL TO REMAIN
- EXISTING 8' CINDER BLOCK WALL TO BE REMOVED
- EXISTING 5.5' CINDER BLOCK WALL TO BE REMOVED
- NEW 4.5' CINDER BLOCK WALL
- NEW GATE

0 5 10 20
SCALE: 1" = 10'

603

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1.	
2.	
3.	

Technical Corrections*:	Must be completed by:
1. Geotechnical/soils report stamped by a New Mexico Professional Engineer.	Prior to permit review
2. Certified topographic survey	
3. Utility plan that clearly labels the water and sewer as “public”, where applicable (for water - up to the meter cans and fire service valves.)	
4. Detailed drainage analysis report stamped by a N.M. professional engineer to include: a. How drainage will be addressed on the property. b. How off-site drainage will be addressed. c. A roof drainage plan for each building (show how water will drain off the roof and how it will be transported to the drainage retention/infiltration ponds on the site). d. Drainage retention pond details with infiltration system at the pond. Details must include pond depths, side slopes and overflow details including path of overflow drainage. e. Ponds shall be lined with filter fabric and pond slopes shall be lined with 3 to 5 inch diameter gravel. f. Show the pond capacities on the Grading & Drainage Plan.	
5. Add a note to the plans stating that the development is subject to the most current requirements of the American with Disabilities Act (ADA) for all improvements.	
6. Show floodplain boundaries on the plat, if applicable.	

7. The Site Lighting and Photometrics Plan does not comply with section 14-8.9 of the City Code, some areas need to reduce the light output.	
8. Development shall comply with Gunnison's Prairie Dog Ordinance.	
9. If public infrastructure is required for the development on the property a new survey will have to be recorded showing easements for public utilities with utility signatures on the plat.	
10.	
11.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 5/11/20

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case: **Case #2019-1449. La Resolana Apartment Community Development Plan**

Case Mgr: Dan Esquibel

Review by this division/department **of the 3/18/2020 plan set** has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:

Technical Corrections*:	Must be completed by:
1. Water Harvesting from roof and site runoff is required.	Prior to permit review
2. All shrubs to be 5 gallon size.	
3. Mohonia repens- “Creeping Mahonia” is an evergreen shrub on the City of Santa Fe plant list and should be called out in a 5 gallon size.	
4. Landscape fabric and mulch are missing.	
5. Seed rate and sod square footage are missing.	
6. One to three year water budget calculations is missing.	
7. Irrigation zones are designed based on “locations”, not to “plant needs” as required by city code.	
8. Please explain your use of bubblers vs drip for tree irrigation.	
9. Pop-up nozzles in sod area are VAN type - NOT RECOMENDED.	
10. Bubblers and drip on the same zone are not to city code.	
11. Add street light poles on landscape drawing. Make sure trees are 15 feet away from light poles.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: 10/31/19

Staff person: Brian Snyder

Dept/Div: Public Utilities/Water

Case: **Case #2019-1149. 1115 Calle La Resolana Development Plan.**

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval :	Must be completed by:
1 An approved water plan and Agreement to Construct and Dedicate (ACD) from the Water Division will be required.	As part of the development plan review and approval.
2	
3	
4	

Technical Corrections*:	Must be completed by:
1 Water Division staff will be working with Thomas Gifford and the Utility Engineer to have our comments addressed. An email with comments on Submittal 1 was sent to Thomas on 10/31/2019.	
2	
3	
4	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team

Comment Form

Date: October 29, 2019

Staff person: Stan Holland, Engineer

Dept/Div: Public Utilities/Wastewater

Case: **Case #2019-1144. Santa Fe Place Mall Final Subdivision Plat.**

Case Mgr: Dan Esquibel, Case Manager

The subject properties are accessible to the City public sewer system. Accessible is defined as within 200 feet of a public sewer line.

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
1. None	

Technical Corrections*:	Must be completed by:
1. None	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [None]

Development Review Team

Comment Form

Date: 10/31/2019

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1449 La Resolana Apartment Community Developent

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

Development Review Team

Comment Form

Date: 05/06/2020

Staff person: Geronimo Griego

Dept/Div: Fire/ Prevention

Case: 2019-1994 La Resolana Apartment Community

Case Mgr: Dan Esquibel

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1) 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2009 Section 503.2.1) 3. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 4. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 5. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 6. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)	At the time of any new construction or remodel.

7. Shall comply with IFC 2009 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 8. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. If gates are electric shall be provided with an opticom. 9. Shall meet the IFC code requirements 2009 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

RE: Question re: water for affordable housing

LADD, ALEXANDRA G. <agladd@santafenm.gov>

Tue 5/12/2020 10:49 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

The project will be entled t o 100% fee waivers and water/retrofit offsets. Because it is funded through Low Income Housing Tax Credits (LIHTC), the City's affordability requirements are not imposed because the LIHTC land use restricon agr eement will dictate a more stringent affordability requirement.

I thought we had an SFHP Proposal which is probably the best documentaon. If not, I c an put one together quickly and get to you by the end of the day.

Thanks.

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this _ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana,* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks **Preliminary/Final Development Plan** approval.

2. The Property is to be developed as of **45** rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

Ed Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M. Chavez
NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 | SITE PLAN

SITE PLAN

SCHEMATIC DESIGN

A001

EXHIBIT 1

616

RE: 1115 Calle La Resolana2.pdf

ABBO, CHRISTOPHER N. <cnabbo@santafenm.gov>

Thu 2/27/2020 9:22 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

For crashes since 2015 unl pr esent, Calle La Resolana and Cerrillos there has been 4 crashes, Calle La resolana and Calle De Oriente I have 1 crash, Calle La Resolana and siringo 1, and for some reason we have a crash just listed as Calle La Resolana with no cross street.

I can go back further if you need.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT D

Early Neighborhood Notification (ENN)

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	ENN: 1115 Calle La Resolana
Project Location	1115 Calle La Resolana
Project Description	(July 9, 2019) Proposed Development Plan for 45 multi-family units in the C-2 General Commercial District and within Zone 2 of the Cerrillos Road Highway Corridor Overlay. The site is located at 1115 Calle La Resolana. (March 9, 2020) request to amend Ordinance 1998-23 Condition #5 to allow direct access onto Calle La Resolana Street.
Applicant / Owner	Santa Fe Civic Housing Authority
Agent	Monica Montoya
Pre-App Meeting Date	May 30, 2019
ENN Meeting Dates	July 9, 2019 and March 9, 2020
ENN Meeting Location	Genoveva Chavez Center
Application Type	ENN
Land Use Staff	(July 9, 2019) Margaret Ambrosino/(March 9, 2020) Dan Esquibel
Other Staff	(July 9, 2019) None / (March 9, 2020) Noah Berke
Attendance	(July 9, 2019) 50 / (March 9, 2020) 49

Notes/Comments:
The Applicant conducted two ENN meetings at the Genoveva Chavez Center for this project. The first ENN was conducted on July 9, 2019 for the introduction of the development plan and the second was on March 9, 2020 for the introduction for the Amendment to Ordinance 1998-23. The case planner attending the first ENN was Margaret Ambrosino, who no longer works for the City of Santa Fe. The sign-in sheet for the first ENN identifies that there were 50 people in attendance including the Applicant. Dan Esquibel was assigned the project for City review

and attended the second ENN. The Sign in sheet identified that 49 people attended the ENN including the Applicant.

The issues raised for the first ENN (reference Exhibit D):

1. Walking traffic from Pete's Pets is a problem,
2. Problems associated with the Coronado Condominiums,
3. The neighborhood is overpopulated and cannot handle any more housing,
4. Increased traffic,
5. The speed traveled on Calle La Resolana is too fast and the entrance to the project is on a curve and dangerous,
6. Drainage from Big 5 on to the neighborhood,
7. Increased cut-through traffic from Siringo Road to Cerrillos Road and vice versa,
8. A concern for noise and lighting,
9. Alcohol and drug deals in the neighborhood,
10. The increased crime that could be brought on by this development,
11. The neighborhood is already saturated with low income housing, and
12. The loss of privacy due to the two-story townhouse design and loss of property values.

Many of the same issues were reiterated for the second ENN.

ENN GUIDELINES

Applicant Information

Project Name: **1115 CALLE LA RESOLANA**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	MARISA TRUJILLO	2400 DESIDERIO RD SW ABQ 87105	
☐	2	Michele Laemmle	1475 Clark Rd	—
☐	3	Ed Romero		—
☐	4	TOM GIFFORD	1709 PASEO DE PERALTA	TOM@TTHOMASGIFFORD.COM
☐	5	MARGARET AMBROSINO		
☐	6	Francesca Kaltas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	7	Tina M Dassaro	1107 Calle Florinda	—
☐	8	Mary E Schreiber	2119 Rancho Viejo Rd.	—
☐	9	Robert Zisk	1474 Clark Rd.	bisclavret@centurylink.net
☐	10	Bernadette Freeman	1456 Clark Rd	
☐	11	Maurella Sooh	2891 Clark Ct	maurella_bella@yahoo.com
☐	12	DAVE MARTINEZ	604 Alta Vista St. SF	davidm@sfcha.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

623 G23

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	CECILIA & ROD HASSON	1499 CLARK ROAD	CRHASSON@AOL.COM
☐	2	Michela Metz	1463 Clark Rd	
☐	3	Ashley Hartshorn	15516 Escondida Court	ahartshorn@bjfelix.com
☐	4	Jemima Herrera	2437 Calle de Oriente	
☐	5	ROD HASSON	2850 Calle de Oriente	RodHasson@HAHCO.com
☐	6	CARON CARAWAY	2867 Clark court	innerworkingsnm@gmail.com
☐	7	Chandrika Bhandari	29900 Cerrillos Rd	
☐	8	John-Casie Pearce	2871 Calle de Oriente	—
☐	9	Miguel Cortez	1108 Calle la Resolana	cortiz1d@aol.com
☐	10	Walter Jensen	1170 Calle La Resolana	—
☐	11	Michael Small	0903 Calle de Oriente	
☐	12	Kathleen Lawicki	1113 Calle Quieta	Klawicki@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO
Printed Name of City Staff in Attendance

Margaret Ambrosino
Signature of City Staff in Attendance

7/9/19
Date

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624 G24

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name:	**Calle La Resolana Development Plan**	**Meeting Date:**	**July 9, 2019**
Meeting Place:	**Genoveva Chavez Community Center**	**Meeting Time:**	**5:30 pm**

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	LeRoy Sanchez	1108 Calle De Suenos	None
☐	2	Jessie Arguello	1463 Clark Road SFNM 87507	jesteron5@gmail.com
☐	3	JASON PERDUE	1116 CALLE LA RESOLANA	JRPERDUE@COMCAST.NET
☐	4	JOSEAN NIESPON	1114 Calle La Resolana	JOESHOW2003@COMCAST.NET
☐	5	Jan Tissler	2350 Calle de Oriente	jantissler@gmail.com
☐	6	MICHAEL GOMEZ	1599 S. ST FRANCIS	
☐	7	Kishan Poshiya	2900 CERRILLOS	Kishan-Pos@Yahoo.com
☐	8	DHARMENDRA BHANDERI	2900 CERRILLOS	
☐	9	MANISHA PATIYANI	2900 CERRILLOS RD.	
☐	10	Renee Radecki	1490 Clark Rd	
☐	11	Pat Haupt Moore	2915 Calle de Oriente	gr8fl@at505@gmail.com
☐	12	Carmen Ortiz	1108 Calle la Resolana	Sortiz61@aol.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

MARGARET AMBROSINO	Margaret Ambrosino	7/9/19
Printed Name of City Staff in Attendance	Signature of City Staff in Attendance	Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** JULY 9, 2019

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Richard + Marcella Reigo	2907 Calle de Oriente	mgriego@comcast.net
☐	2	Sonya Miera	1111 Calle La Resolana	srmiera@gmail.com
☐	3	Toni Baca	1118 Camino Consuelo	Toniq2010@hotmail.com
☐	4	Sylvia Tyndall		
☐	5	[illegible]	1107 CALLE DE SUEÑOS	—
☐	6	Mark Miera	1111 Calle La Resolana	miera.mark@yahoo.com
☐	7	Matt Carrasco-Trujillo	2863 Clark Court	sedalight@gmail.com
☐	8	Sylvia Tyndall	3330 Calle Po Ae P.	—
☐	9	Judy/Larry Morgan	1120 Calle LA Resolana	JudyMorganArt@GMail.Com
☐	10	Sherri Lennon / Romero's	1109 Calle LA Resolana	misfitlennon@gmail.com
☐	11	Frank, Delphy, Jackie	1104 Calle La Resolana	frankdelphy3432@gmail.com
☐	12	CARMELA BRANSFORD	2878 CLARK COURT	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Margaret Ambrosino — Printed Name of City Staff in Attendance

Margaret Ambrosino — Signature of City Staff in Attendance

7-9-19 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

626

G26

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: Calle La Resolana Development Plan **Meeting Date:** July 9, 2019

Meeting Place: Genoveva Chavez Community Center **Meeting Time:** 5:30 pm

Applicant or Representative Check Box below

		Name	Address	Email
☐	1	Joni Muller ★	3471 Cerrillos Rd	trailerranch@aol.com
☐	2	Mary Ellen Underwood	1572 Escondida Ct	munderwood@cybermesa.com
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

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MARGARET AMBROSINO — Margaret Ambrosino — 7/9/19

Printed Name of City Staff in Attendance — Signature of City Staff in Attendance — Date

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COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/8/2019 **Project:** - Calle de Rosa

Please let us know your thoughts:

We have Cocuncle Condows & Pets Pets

I am AGAINST it.

Your contact information (optional):

Name: Rod Hasson

Phone: 505 - 795 - 8086

Email: RodHasson @ Yahoo.com

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

The neighborhood is already densly populated and subject to many problems from the homeless shelter and Coronado Condos.

Traffic is dangerous as is, adding a large # of cars will add to an already serious problem. I am fully against this development.

NAME: Francesca Kartes
ADDRESS: 2863 Calle de Oriente
PHONE: 505 438 0182

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS: Comments

Too much houses ~~already~~
too much Traffic

NAME: Damon Laemmle
ADDRESS: 1459 Clark Rd
PHONE: 690 8926

Comments

LA RESOLANA
EARLY NEIGHBORHOOD NOTIFICATION MEETING COMMENTS:

We can not handle more people more Traffic, The neighborhood is ~~alo~~ ~~abo~~ already at its CAPicity! ITs Just too much

NAME: Michele Laemmle
ADDRESS: 1475 Clark Rd
PHONE: 474 6408

I AM against this proJect

COMMENT CARD

Early Neighborhood Notification Meeting

Date: July 9, 2019 **Project:** Calle la Resolana low housing

Please let us know your thoughts:

I can't even get out of my driveway now. Walking traffic from Pete's Place ~~of~~ (homeless) are already a problem. Visitors need to park on the sidewalk to avoid being hit. Already see alcohol and drug deals. Have had to invest in alarm systems.

Your contact information (optional):

Name:

Phone:

Email: cortiecol@aol.com

COMMENT CARD

Early Neighborhood Notification Meeting

Date: 7/9/19 **Project:** La Resolana

Please let us know your thoughts:

- Increased traffic between Cerrillos, Clark, Calle de Oriente, & Calle Resolana will need to be mitigated w/ crosswalks, speed bumps, + other traffic slowing measures
- South facing Apartments should have a landscaping buffer to protect residents on Calle de Oriente

Your contact information (optional):

Name:

Phone:

Email:

ENN GUIDELINES

3-9-2020 **AMENDED**

Applicant Information

Project Name: **LA RESOLANA / 1115 Calle la Resolana**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

La Resolana is a proposed apartment community with 45 residential units on 2.556 acres zoned C2, General Commercial. The C2 zone permits general commercial uses such as those on Cerrillos Road. The C2 zone also permits multi-family residential uses. We propose that the character of residential use is more appropriate than commercial use for the site and will be less dense in general and more suitable as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

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The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

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Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

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The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

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City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

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The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to the area.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

REVISED NOTICE

February 21, 2020

Dear Property Owners and Residents,

A new date has been set for a neighborhood meeting to discuss the La Resolana project for **MONDAY, MARCH 9, 2020 at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.** The meeting is to discuss an amendment to Ordinance 1998-23 Condition #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consisting of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, tenant, or neighborhood association within 300 feet of the subject property for the development application according to City and County data.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
On behalf of Santa Fe Civic Housing Authority
Email: Monica@Mntya.com
Phone: (505)412-1016

NOTE: Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the Land Use Department (505) 955-6820, 5 days prior to the hearing or meeting date.

9

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Elizabeth Alarid	2838 Calle De Oriente	
☐	2	Curtis Landy	2838 Calle De Oriente	CLandrich@hotmail
☐	3	Rod Hasson	2830 Calle de Oriente	RodHASSON@Yahoo.
☐	4	Pat Darnell	3842 Calle [illegible]	[illegible] 87507 SF NM
☐	5	Douglas Fairchild	2642 Calle de Oriente	[illegible] SF NM
☐	6	Marcella Griego	2907 Calle de Oriente	Mgriego@comcast.net
☐	7	Nellie Yardman	1112 Calle La Resolana	SFE NONE
☐	8	Tina M Dassaru	1107 Calle Florinda	
☐	9	Jeanette Martinez	1104 Calle La Resolana	jeanette.martinez0414@gmail.com
☐	10	Rod Hasson Sr.	1499 Clark Rd.	CRHASSON@AOL
☐	11	Mark Miera	1111 Calle la Resolana	miera.mark@yahoo.com
☐	12	Sonya Miera	1111 Calle la Resolana	srmiera@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

6

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Chris Sarafi	1501 Calle Del Sur	vlurra@gmail.com
☐	2	WALLACE HAYNES	2828 CALLE DE ORIENTE	
☐	3	Joseph Roy Pdl	1107 Calle La Sonya	
☐	4	Francesca Kartas	2863 Calle de Oriente	FKARTAS@Gmail.com
☐	5	CARMELA BRANSFORD	2878 CLARK COURT	Carmela Bransford
☐	6	Jennifer Mura	1111 Calle La Resolana	
☐	7	Stella Sacoman	1107 Calle La Resolana	
☐	8	Judith Weissmueller	1487 Clark Ct SF 87507	Eatonsong@aol.com
☐	9	Mary Ellen Underwood	1572 Escondida St 87507	Munderwood@cybermesa.com
☐	10	David Sandreau	995 Camino Consuelo	david@jandreau.net
☐	11	BARBARA Higgins	1433 Paseo Norteno Santa Fe	bachgs@gmail.com
☐	12	Walter Jensen	1120 Calle La Resolana	

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel B. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	MICHAEL GOMEZ	1599 S. ST. FRANCIS DR	MGOMEZ@SANTAFEENGINEERING.com
☐	2	Frank Romero	1104 Calle La Resolana	frankdelphy3438@gmail.com
☐	3	Delphy Romero	" " " "	
☐	4	ANDREW KERR	2555 CLARK CT SFN	andrew.kerr@sfcc.edu
☐	5	LINDA LWESSMAN	1104 Calle Florinda	wildrewolf@yahoo.com
☐	6	WAYNE VIGIL	1032 Calle La Resolana	
☐	7	Hazeldine Romero	2732 Paseo De Peralta	hazeldineg@aol.com
☐	8	Kevin O'Brien	1101 Calle de Suenos	obrien701@yahoo.com
☐	9	Mailee Blackburn	2862 Clark Court	mailebblackburn@gmail.com
☐	10	Glenn Wohl	1106 Calle de Suenos	
☐	11	LeRoy (Tito) Sanchez	1109 CALLE DE SUENOS	
☐	12	Linda Ingraham	1498 Clark Rd	ingraham.linda@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Scot Ricker	2867 Clark Ct	Scotricker@gmail.com
☐	2	Michael Lawrence	1357 Escondido Cir	Septuagint a 6 @ aol. com
☐	3	Tatiana Perez	501 Calle del Sur Santa Fe NM 87507	
☐	4	Alexander Kest	2858 Clark Ct	akest123@gmail.com
☐	5	DAMON LAEMMLE	1459 Clark Rd	damon.laemmle@hotmail.ca
☐	6	Rick Martinez	785 Mesilla	rickgmartinez@yahoo
☐	7	Priscilla Gutiérrez	1478 Clark Rd	preggiewhiz@outlook.com
☐	8	Michele Laemmle	1475 Clark Ld	PCN
☐	9	ARMANDO DONQUIS	1008 calle de sueños	omyfriend@gmail.com
☐	10	~~Lydia Griego~~	~~2577 Calle Primera Loma~~	~~lydiagriego.com~~
☐	11	MAUREEN HILL	1471 CLARK RD	MAUREEN HILL - MAK4U@gmail.com
☐	12	Sarah O'Brien	1101 Calle de Sueños	obriensarah1@gmail.com

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Daniel A. Esquibel — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

3-9-20 — Date

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City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: LA RESOLANA **Meeting Date:** MARCH 9, 2020

Meeting Place: GCCC **Meeting Time:** 5:30PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Jacqueline Romero	1104 Calle La Resolana SFNM 87507	
☐	2	Kishan Poshiya	2900 CERRILLOS	
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

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Daniel A. Esquibel
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

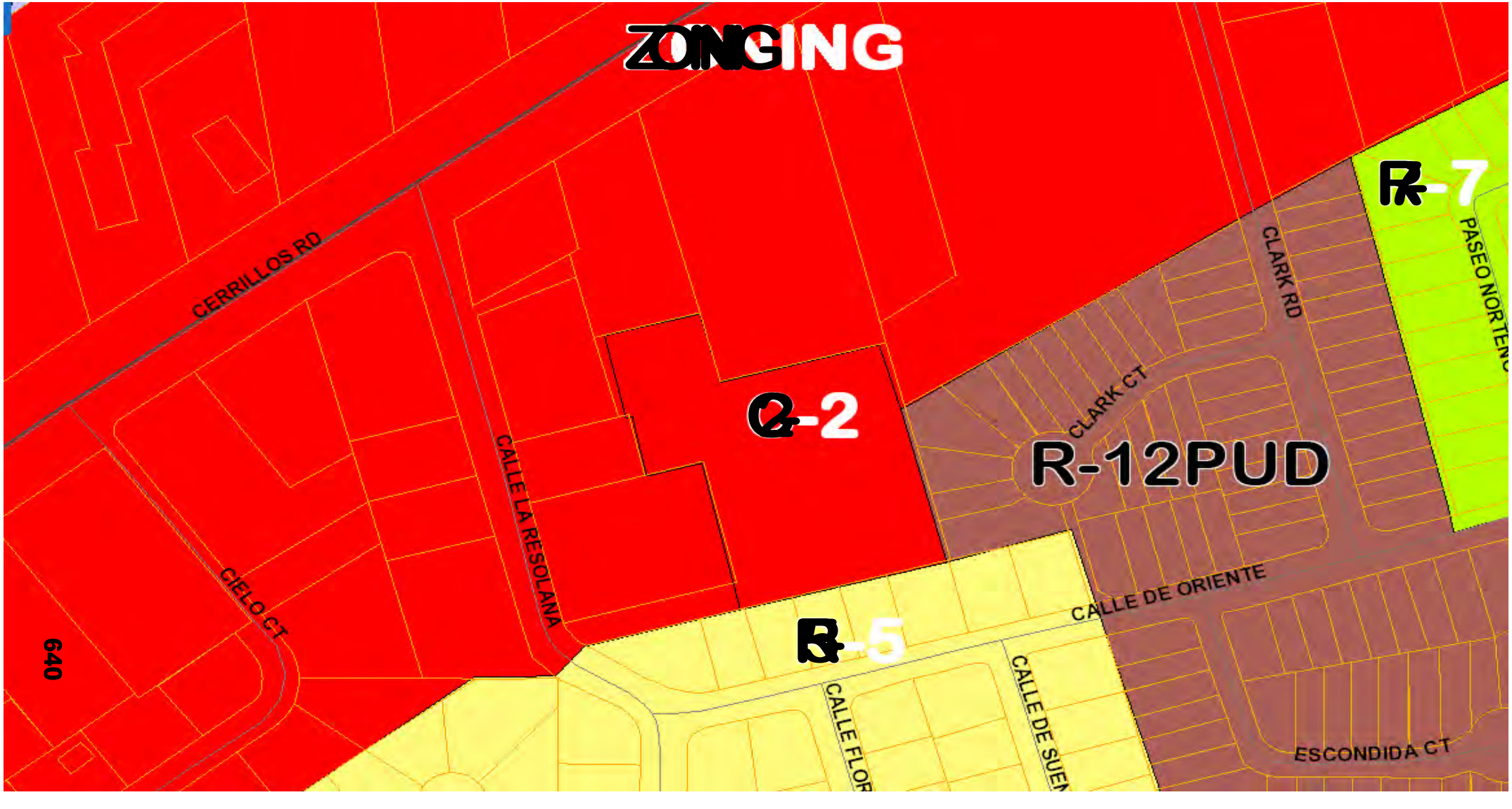
3-9-20
Date

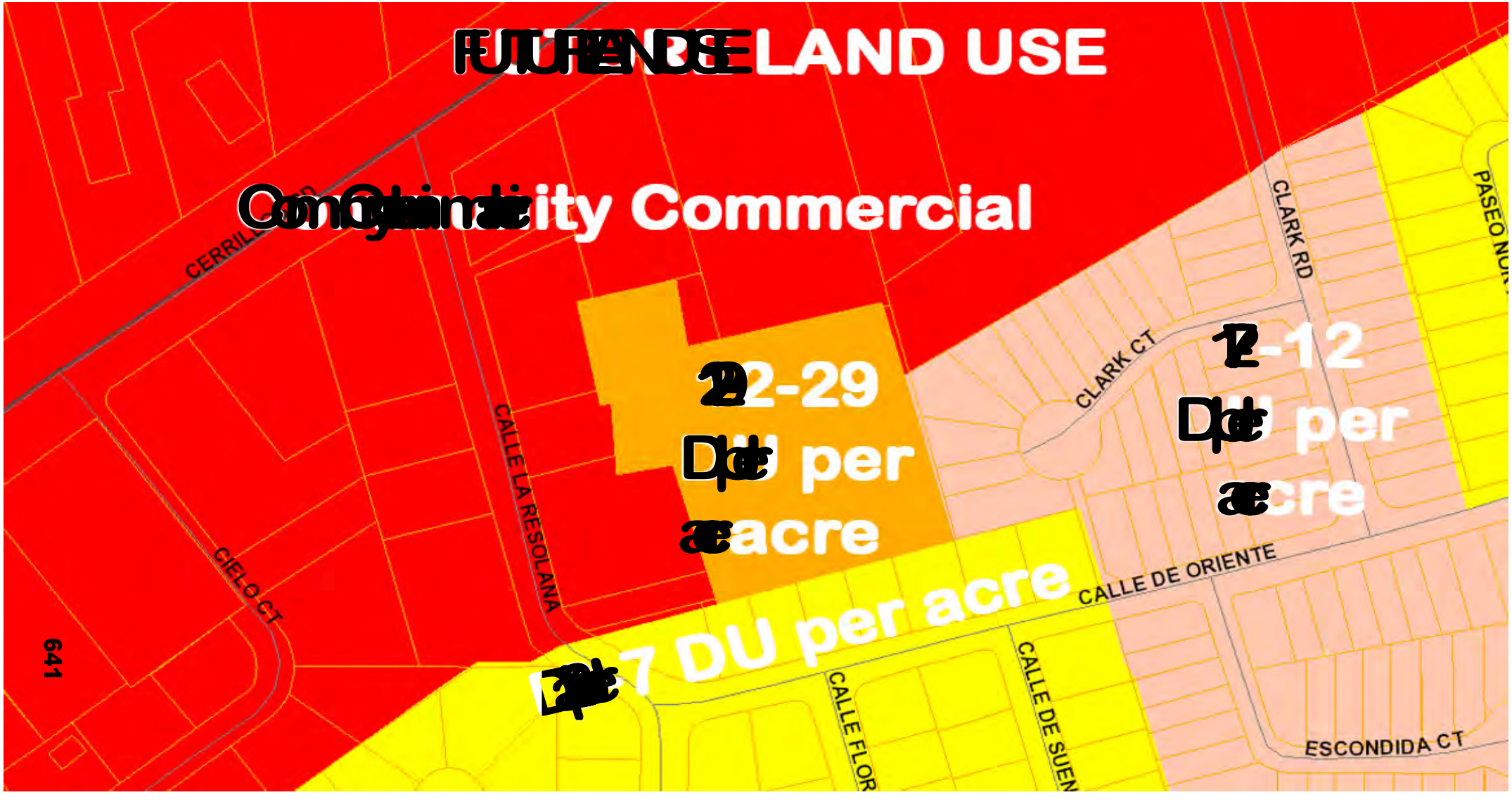
This sign-in sheet is public record and shall not be used for commercial purposes.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT E

Maps and Photos


ZONING
R-7
PASEO NORTENO
CLARK RD
CLARK CT
R-12PUD
C-2
CERRILLOS RD
CALLE LA RESOLANA
CIELO CT
R-5
CALLE DE ORIENTE
CALLE FLOR
CALLE DE SUEN
ESCONDIDA CT
640


FUTURE LAND USE
Community Commercial
22-29 DU per acre
12-12 DU per acre
7 DU per acre
CERRILLOS RD
CALLE LA RESOLANA
CIELO CT
CLARK RD
CLARK CT
PASEO NUR
CALLE DE ORIENTE
CALLE FLOR
CALLE DE SUEN
ESCONDIDA CT
641


AERIAL
CERRILLOS RD
CLARK RD
CLARK CT
CALLE LA RESOLANA
CALLE DE ORIENTE
CIELO CT
ESCONDIDA CT
642


New Driveway Alignment
CERRILLOS RD
CLARK RD
CLARK CT
CALLE LA RESOLANA
CIELO CT
CALLE DE ORIENTE
CALLE FLOR
CALLE DE SUEN
ESCONDIDA CT
643

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT F

Correspondence

Monica Montoya

From: Monica Montoya <monica@mntya.com>
Sent: Saturday, June 29, 2019 8:49 AM
To: 'Richard Griego'; 'mayor@santafenm.gov'
Cc: 'maharris@santafenm.gov'; 'jvcoppler@santafenm.gov'
Subject: RE: Proposed development at 1115 Calle La Resolana

Good Morning Mr. Griego,

Thank you for your comments regarding the proposed housing development at 1115 Calle La Resolana.

I would like to have an opportunity to present and discuss the project with you and answer any questions you may have. I hope to see you at the upcoming Early Neighborhood Notification meeting on Tuesday, July 9th, 5:30pm at the Genevova Chavez Community Center located at 3221 Rodeo Road. If you are unable to attend, I will be happy to meet with you another time.

Thank you,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.
726 Gregory Lane
Santa Fe, NM 87505
PH: (505)412-1016
Email: Monica@mntya.com

-----Original Message-----
From: Richard Griego [mailto:rgriego73@yahoo.com]
Sent: Friday, June 28, 2019 11:25 AM
To: mayor@santafenm.gov
Cc: maharris@santafenm.gov; jvcoppler@santafenm.gov; monica@mntya.com
Subject: Proposed development at 1115 Calle La Resolana

Received information about a proposed 45 unit (low income housing) at 1115 Calle La Resolana. This empty field (where development would be) is directly behind my house.

I need to express complete opposition to this development. I believe this area is to small for 45 units mplus parking etc. The only entrance and exit would be onto Calle La Resolana which is all ready a very dangerous situation with traffic coming off of Cerrillos Road or up from Siringo or up from Calle de Oriente. They go too fast, cross center line, run stop signs. People travel so fast up in this area that two different walls were run into within he last year.

Also very concerned about increased crime that could be brought in by this development. We had and continue to have trouble with people wandering into our neighborhood from the Coronado condos. There is also a homeless shelter (Pete's pets) which causes a lot of problems in our neighborhood.

Appreciate your help in this matter.

Richard Griego
2907 Calle de Oriente
Santa Fe, NM. 87507

505-471-8040

Monica Montoya

From: Tom <tom@thomasgifford.com>
Sent: Friday, July 12, 2019 12:38 PM
To: Monica Montoya; Ed Romero; David Martinez
Subject: Fwd: La Resolana ENN Meeting

[redacted]

Sent from my iPhone

Begin forwarded message:

> **From:** Scot Ricker <scotricker@gmail.com>
> **Date:** July 10, 2019 at 6:04:48 PM MDT
> **To:** mkambrosino@santafenm.gov
> **Subject: La Resolana ENN Meeting**
>
> Margaret,
>
> I attended the La Resolana meeting Tuesday evening. I heard and understood all the outrage comments from the audience. But I think some were way off-base, not related to this project.
>
> I decided to go to the meeting because I was indeed concerned that the development would be one giant building with parking all around it, as shown in plan A. I was much relieved and encouraged to see the lovely and thoughtful presentation of plan B. More like houses, individual units. These are not much different than the townhouse on Clark Court that we live in. Surely they will be better built though.
>
> I think the traffic, both in and out, is one of the biggest concerns for the neighborhood. That seems to be a challenge that will require some serious study and thought. Speeding cars crashing through walls have nothing to do with new houses, but that group was surely heated up.
>
> I don't see this development as a problem. I think it could be a nice addition to our neighborhood if the concerns are addressed. We need to address traffic flows, noise, light, etc. All those topics that were mentioned at our meeting. As mentioned, something will eventually be built on that space. I think low level housing fits with us better than a giant self storage building or a hotel.
>
> We lived for many years in Casa Solana, and noticed the improvement to the area when the Villa Alegre development was built. It has done well and still seems nice. It is much nicer than what was replaced.
>
> There will surely be an adjustment period as those camping on the vacant land will be displaced. Maybe some help could be offered, or suggestions presented, to help those few current residents without homes to be relocated safely.
>
> As mentioned at the meeting, we have a large population of homeless in this area. So, of course, we don't want campers in our yards. We already deal with the pedestrian traffic, taking short

cuts. But these realities have nothing to do with the new housing development, other than forcing some to relocate.

I will plan to attend the next meetings, and am eager to see how this will turn out.

Best Regards,
Scot

--
Scot Ricker
231-878-1844
scotricker@gmail.com

1115 Calle La Resolana ENN July 9, 2019 GCCC

Comments by Mary E Schruben made during the hearing:

How many units will there be and what is the square footage per unit?
54 units total – 6 - 3 bedroom, 49 - 2 bedroom.
What will be the range of rents?
$380 for the small, up to $900/mo for the large.
Who is the owner?
The Civic Housing Authority is the general partner with a bank that carries the mortgage bonds and gets the housing credits.
Because of the C2 zoning, will commercial uses be allowed in the units?
No, the same rules for all Civic housing projects will apply. The same close management and on-site inspection. Screening and qualifying interviews. The usual.
Explain about the exterior fence.
Block wall at 6' for most of it, some wood fencing exists in the existing neighborhood.

Concerns voiced by the neighbors and other attending the ENN:

Camping and trash of the homeless in the lots behind Big5 Center.
Vehicle traffic and delivery access drive behind Big 5.
Cut thru traffic from Cerrillos Road onto Calle La Resolana and thru to Siringo Road and vsvs.
Cut thru traffic from Cerrillos Road onto Clark Road and thru to Siringo Road and vsvs.
Storm water overflow from Cerrillos Road business parking lots south thru the neighborhood to Brandt Park Arroyo.
Delivery truck noise and exhaust fumes behind Big 5 center at all hours and days.

Concerns about the proposal voiced by residents:

Density of 54 units is too many. Concept is OK, but too dense.
There will be at least 108 cars, with only 74 parking spaces.
La Resolana is not an arterial street, it is a neighborhood street. Neither is Clark Road.
Too many speeders and reckless drivers. Speed limit should be 25 and enforced.
Guests in the Hotel will be able to see into the second floor windows of the units, and vsvs.
The entrance and exits should be gated for the residents only. Visitor entrance by buzz in.

Concerns that I have but didn't express because I had to leave early:

Lighting: the area and parking lighting fixtures should be 10', not 14 ', to avoid light spill into the neighborhood and hotel.
Street pattern: The easement thru the hotel drive will create backups onto Cerrillos Road in the AM because there is no signal at La Resolana to allow a pause for exits North. Exit left turn there should be prohibited. If the curb cut is not wide enough for one vehicle to enter from the south and one to exit to the north, that stop on Cerrillos so close to La Resolana will be dangerous. It would be better if the Hotel drive to Cerrillos were exit North only and La Resolana were entrance and exit.
Fencing: It would be better if all the perimeter were the same construction – block stucco wall. Creates a better sense of identity and eliminates opportunities for breaches. If I were living there, I would prefer 8'.

More Questions and Suggestions:

Is there any way to enforce "neighborhood traffic only"? Clark, Oriente, La Resolana, del Cielo and Consuelo bear the brunt of the heavy cut thru traffic between Carlos Rey and Richards Avenue. Once the Bridge over the Arroyo Chamiso is built, the additional traffic on Richards will move even more volume pressure onto these streets. Have we thought through neighborhood toll gates?

Will each of the apartment lots be separated from their neighbor's with a fence or wall? What type? What is the square footage of the back yard?

Another way to create an identity within the project is to plant a tree at the wall - lot line 'T' junction. That way everyone gets some shade, the carbon footprint is improved a bit, the QoL is enhanced. With all the stormwater collection opportunities I heard expressed, there should be ample water, with that and the roof runoff to keep 60 trees alive. Trees in the corner play areas are better than retention ponds. Trees in the mini common area are necessary.

Permeable pavement to encourage storm water collection and filtration in the road and parking areas. Good for trees as well.

Research the adjacent neighborhood coversion from single-family detached homes to multi-family and rental homes.

If the project is gated, how will ups and fedex delivery trucks enter and exit? Will the package recipient have to buzz in?

I think the closest city park is Brandt Park on the Siringo Road split. However, at the east point of connection with La Resolana, there is no safe access down the hill and into the "improved" sections of the park. Think about requesting a striped crosswalk at both Las Campanas and del Cielo.

July 22, 2019

RECEIVED
JUL 23 2019
Land Use Dept.

Margaret Ambrosino, City Planning Commision
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Ms Ambrosino:

My name is Rod Hasson and my wife is Cecilia Hasson. We have lived in the Tierra Escondida Neighborhood for over 35 years. I guess you could say we were around when the neighborhood was just taking off and we were one of the first to join Santa Fe Beautiful. The reason for this letter is to protest the development proposal for 1115 Calle La Resolana. This housing proposal of 45 units, two story, one to three-bedroom apartments on 2.5 acres with 78 parking spaces, is so wrong on so many levels. Can you imagine the problems associated with such concentrated housing, people and vehicles? The site is situated on a blind spot coming off, Calle Oriente into Calle la Resolana. From what we can gather, all vehicles will enter on Resolana and exit on a small easement onto Cerrillos Road by the Days Inn, seems pretty treacherous. Besides the overcrowding and danger for pedestrians, we also have the problem of surrounding neighborhood houses. The homes are all one story which brings us into light pollution for the one-story homes around the project. It was stated at the Early Notification meeting on July 9 that our locale did not have excessive crime, I beg to differ; while getting petitions to sign several neighbors told me that they had been broken into. One person stated that his house had been broken into twice in one year another told me four times while renting her home. We do have crime and we do find syringes on the sidewalks. At this point, I would like to take another tact and speak at the Low-Income Housing already in place in our neighborhood. The neighborhood feels that we are already super saturated with low income housing and that this project would tip the scales into a downward spiral. Recently, I looked at the area one point two miles to the north of this site and one point two miles south of this area. Going south on Cerrillos Road, there is the City Housing on Camino Consuelo, Casa Rufino apartments, Warren House apartments, Stage Coach apartments. Going north on Cerrillos Road we have Pete's Pets homeless shelter, Coronado condos and apartments, La Luz apartments for homeless families and Las Palomas apartments (9 or 10} Mega apartment complex. As you can see, we are under siege regarding Low Income Housing in our neighborhood. I personally think that approving this project is unethical and immoral for our neighborhood. We ask you to please come to our neighborhood walk with the neighbors and see for yourself what is good or bad for our neighborhood. We think you will see that this project is not well planned, nor is it the right site for the surrounding neighborhoods.

Sincerely,

Rod and Cecilia Hasson

Rod and Cecilia Hasson
CRHASSON@AOL.COM
505-471-4114

Tierra Escondida Neighborhood

RECEIVED
JUL 23
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

Although supportive of affordable housing in Santa Fe, ours is a well-established neighborhood and I am strongly opposed to this development, and at a minimum for the following reasons:

- The location provides for a proposed access through a corridor that is adjacent to a blind corner on Calle la Resolana, which would direct traffic onto densely populated residential streets already being used by vehicles as a shortcut from Cerrillos Road to Siringo Road.
- The additional vehicular traffic generated by 54, two and three bedroom apartments is projected to be no less than 108 vehicles. To avoid the traffic of Cerrillos Road, they too will most likely be added to the already overwhelming traffic that shortcuts through this neighborhood. This additional traffic would be unconscionable.
- The proposed project improvements are two stories high, and all the surrounding residential properties are single level homes. This complete loss of privacy will force the residents to undertake extreme and most likely expensive measures to protect their privacy, and this doesn't even begin to address the loss of property values.

Lastly, it's our understanding that this project if built, would receive a Low Income Housing Tax Credit by the NM Mortgage Finance Authority. Thus it is assumed this project is low-income housing. Note that this neighborhood is already beyond challenged by being an area that is home to multiple providers of services specific to the needs of low-income persons as well as home to a 100 unit apartment complex to the NE that is leased primarily to low income persons.

As such, the project would be better suited for another location!

I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Deborah Lucero
2875 Clerk Court
Write in your address if applicable

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Anita Rodriguez
2879 Clark Court
Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Carmela Bransford
2878 Clark Court 87507
Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Carol Medina-Tamayo

1109 Calle de Sueños

Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
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Sincerely,

Susan Goplerud

2901 Calle De Oriente 87507

Write in your address if applicable

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
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Sincerely,

Scot Rieker

2867 Clark Ct.

Write in your address if applicable

G43

Tierra Escondida Neighborhood

July 18, 2019



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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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As such, the project would be better suited for another location!

I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Mark Martinez

2866 Clark Ct.

Write in your address if applicable

G44

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

Many of us in our neighborhood attended an Early Neighborhood Notification meeting held on July 9, 2019 for the above referenced proposed development, and we have since held subsequent meetings regarding this.

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I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

Elizabeth Alaid
2838 Calle De Oriente
Write in your address if applicable

G4S

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Kathy Jackson

1124 A Calle La Resolana

Write in your address if applicable

G46

Tierra Escondida Neighborhood

July 18, 2019



Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

Mayor Webber:

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Sincerely,

_____

_____

Write in your address if applicable

G47

Tierra Escondida Neighborhood

July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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I thank you for advocating for me and your other constituents in the neighborhood by lobbying both the land use department and the planning commission to stop this project.

Sincerely,

A Touch of Glass

1121 Calle La Resolana Santa Fe NM 87507

Write in your address if applicable

G48

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Theresa Lee

1125 Calle La Resolana

Write in your address if applicable

G49

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

2912 Cerrillos Rd Santa Fe 87507
Write in your address if applicable

GSO

Tierra Escondida Neighborhood

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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Sincerely,

Wallace Hayward

2222 CALLE DE ORIENTE

Write in your address if applicable

G51

Tierra Escondida Neighborhood



July 18, 2019

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mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Paul G. Johnson
2880 Calle de Oriente
Write in your address if applicable SF, NM 87507

G52

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Robert Larragoite
11524 Escondida Court
Santa Fe, NM 87507

G53

Tierra Escondida Neighborhood

RECEIVED
JUL 24
MAYOR'S OFFICE
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Re: 1115 Calle la Resolana proposed development plan for apartment community

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Sincerely,

Marella Griego
Richard Griego
2907 Calle de Oriente
Write in your address if applicable 87507

G54

Tierra Escondida Neighborhood



July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Francesca Kostas
Calle de Oriente
Write in your address if applicable

Tierra Escondida Neighborhood

RECEIVED
JUL 24
SANTA FE, NEW MEXICO

July 18, 2019

Mayor Webber
mayor@santafenm.gov
c/o City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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Sincerely,

Lawrence & Morgan
Judy A. Morgan
Owners
1120 Calle La Resolana

Write in your address if applicable

G56

FW: Calle Resolana Amendment of Ordinance

BERKE, NOAH L. <nlberke@santafenm.gov>

Thu 5/7/2020 5:14 PM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa. on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: MCCULLEY, LANI J. <ljmcculley@santafenm.gov>
Sent: Thursday, May 7, 2020 4:37 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>
Subject: Fw: Calle Resolana Amendment of Ordinance

This was in my junk email. Is there something I need to do to make sure the mails from the land use email don't end up there?

Thank you,
Lani McCulley
Planner
Historic Preservaon
City of Santa Fe

Historic Preservaon: hp s://www.santafenm.gov/historic_preservaon
Land Use Updates: hp s://www.santafenm.gov/land_use
Permit Quesons: hp s://www.santafenm.gov/building_permits

From: Barbara Higgins <bach01@gmail.com>
Sent: Wednesday, May 6, 2020 12:21 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Calle Resolana Amendment of Ordinance

CAUTION: This email originated from outside of the organiza on. Do not click links or open a achments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I own a home on Paseo Norteno in the Tierra Escondida neighborhood and am strongly opposed to a change in the ordinance that would allow access, by other than just emergency vehicles, to this property. I am also opposed to this meeng being made "virtual". I cannot a end.

It is a dangerous curve right at that entrance. Traffic in and out of this property will pose a danger to pedestrians and to the businesses in that area. It is already a congested area with a great many vehicles going in and out of the businesses there on Calle La Resolana as well as a great deal of through traffic between Cerrillos Rd and Siringo Rd. Now "they" want to add more traffic?

The amount of traffic, in and out of a 45 unit apartment complex would have a tremendous and deleterious effect on our neighborhood. We are not just talking about 45 vehicles one me a day! There would likely be at least a hundred trips per day in and out of that proposed development as many of the units will have more than one vehicle with people making several trips per day to and from those units.

There are many other reasons for our neighborhood to oppose this development as well but this May 21st Zoom meeng , to my understanding, is about a change requested by the "developer" in the current ordinance for access to the property so I will sck t o that at this me. I AM A GAINST THE PROPOSED CHANGE in the ordinance and I am against this proposed development in general.

Barbara Higgins

FW: Subject: Planning Commission meeting May 21st.

BERKE, NOAH L. <nlberke@santafenm.gov>

Wed 5/6/2020 10:49 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe Land Use Department
Office: (505) 955-6647
Cell or Text: (505) 490-5930
Email: nlberke@santafenm.gov

Click here for Zoning Code Informa on

Click here for Property Informa on

hp s://www.alltogethersantafe.org/

From: judy morgan <judymorganart@gmail.com>
Sent: Tuesday, May 5, 2020 2:04 PM
To: Land Use Public Comment <landusepubliccomment@santafenm.gov>
Subject: Subject: Planning Commission mee ng May 21st.

CAUTION: This email originated from outside of the organiza on. Do not click links or open a. achments unless you recognize the sender and know the content is safe.

re: Zoom Planning Commission mee□ng on Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

Dear Planning Commission members,
We find it difficult to believe that you would even consider pu. ng several apartment units on one of the most dangerous curves in the city. We have owned the home at 1120 Calle La Resolana for the past 12 years which is located at that very curve..

Our tenants, Linda and Walter Jenson and their 2 grandchildren have occupied the home for 12 years. During that me, we've had 2 major accidents right at that same curve which abuts our backyard. Both accidents were caused by speeding drivers crashing through our stone wall. We were fortunate no one was killed. Our tenants suffered grave consequences especially after the last accident where the driver hit the gas meter & gas line going into the house, destroying both.. The Jensens were without heat, hot water, and cooking facili es for 2 months in February. This, at great expense to all of us.

Our street serves as a cut through to Siringo and as a result, we have lots of traffic and lots of violators. It would be extremely dangerous to have a driveway to the proposed 40+ units at that curve.
In summary, we do hope you will consider the consequences to our stable neighborhood occupied mostly by older re□rees if this project is given the green light.

Sincerely, Larry and Judy Morgan, owners of property at 1120 Calle La Resolana
Address: PO Box 9107, Durango, CO 81302 Phone: 970-946-3505

RE: Calle la Resolana project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Fri 2/21/2020 4:42 PM

To: debrakdewitt@gmail.com <debrakdewitt@gmail.com>
Cc: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>

Dear Ms. DeWi. ,

I was forwarded your communica□on, below, and was asked to alert you to the special role that the members of the City's Governing Body may have in rela□on to this ma. er. It is likely that the Governing Body will ul mately review one or more elements of the proposed development that you men□on in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legisla□ve role (se.ing policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose, even at this early stage. In addi on, the Council must disclose communica□ons received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impar al. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legisla□ve roles.

The City's Land Use Code provides mul ple avenues for public par cipa□on and input on development proposals, including our Early Neighborhood No fica□n (ENN) process and the public hearing before the Planning Commission. As set forth in the Land Use Code, Sec on 14-3.1(F), the ENN is intended "to provide for an exchange of informa□on between the applicant and residents and property owners in affected neighborhoods before plans become too firm to respond meaningfully to community input and before changes in plans might cause major financial losses by the applicant." I understand that an ENN has been scheduled for this project as follows:

Date:	March 9, 2020
Time:	5:30PM
Loca□on:	Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM.
Topic:	Discuss an amendment to Ordinance 1998-23 Condi on #5 and a development plan to construct a 45 dwelling unit townhouse style apartment complex consis□ ng of approximately 46,523 square feet. The property is located at 1115 Calle la Resolana.

You may contact Land Use Department staff for addi onal informa□on about opportuni es to provide public input. The staff members who are most knowledgeable about this par cular proposal are Planner Manager Noah Berke (505-955-6647) and Senior Planner Den Esquibel (505-955-6587). I have copied them on this message.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney, City of Santa Fe
505-955-6501

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

From: Debra DeWitt <debrakdewitt@gmail.com>
Sent: Thursday, February 20, 2020 5:44:10 PM

To: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Mayors Office <mayor@santafenm.gov>
Subject: Calle la Resolana project

I live in the neighborhood that connects to Resolana street. We use this street regularly and the businesses surrounding it. The residents of this neighborhood are hard working middle class families that own their homes, pay taxes, support local businesses. We realize this is not the Plaza Area of town but we own homes in the $300,000 range. To us we put our entire life saving in our homes to retire here. I worked 20 years for the US Postal Service, first as a clerk throwing heavy sacks of mail onto conveyer and trucks on the midnight shift. Then worked my way up to Quality Control Mgr. for the Fort Worth Texas Distribution Center and also controlled Wichita Falls, Amarillo and Lubbock Texas Mail Processing Facilities. I was a Mgr. for 15 yrs. All mine and my husband's money went into this property.
We saw it all crash on us with the Interfaith Homeless Shelter a few years ago. It's ruined the neighborhood and now you want to hit us with another negative impact to our safety and homes? I have homeless people urinate on my yard, one lady was trying to come in my garage because she was so high and/or drunk she thought my house was Allsups! We've had attempted break ins and my husband's car was broken into last Thanksgiving. Enough is enough! You are OUR representatives, we voted for you all. Now is the time for you to do your job and represent us!
Thank you for your time and your assistance in keeping our neighborhood a beautiful productive part of Santa Fe.
Debra Alcala DeWitt
1403 Paseo Norteno
Santa Fe NM 87507

MIDTOWN NEIGHBORHOOD ASSOCIATION

C/O Ute Jannsen-Kerr and Robert Larragoite

2858 Clark Court

Santa Fe, NM 87507

Ute.jannsenkerr@gmail.com and phenix@cybermesa.com

To:
Santa Fe City Mayor Alan Webber
Santa Fe City Manager Jarel LaPan Hill
Santa Fe District 4 City Councilor Jamie Cassutt - Sanchez
Santa Fe District 4 City Councilor JoAnne Vigil Coppler

Santa Fe April 28, 2020

Re: Request Postponement of Planning Commission Hearing via Zoom re Amending of Ordinance 1998-23 and Approval of Plans for Housing Project on 1115 Calle La Resolana

Dear Sir or Madam,

The above mentioned hearing has been scheduled by the Planning Commission to be on May 21, 2020 via internet, utilizing ZOOM technology.

We, the members of the Midtown Neighborhood Association who reside in the vicinity of the applicant's project, request postponement of the hearing so it can be conducted in person, and not via internet.

The history of the proposed project and the ordinance 1998-23 show that this project has been questioned by our neighborhood since the first ENN meeting (July 2019) and discussions have been ongoing, with most of our neighbors actively participating. Our neighborhood is a combination of old-time residents as well as longtime residents and newcomers. Within feet of this project several residents are in their late 70's and eighties.

It is important that all participants affected by the potential amendment of the ordinance in question and the final plans of the 1115 Calle La Resolana Project should be able to participate in the Planning Commission meeting. It is inherently discriminatory and inequitable to hold such an important meeting via the internet, using Zoom technology:

- Our neighborhood has a lower per capita income then most of Santa Fe County and not all have internet accessibility (as shown by Federal Communications and Census data).
- Our neighborhood demographics shows a high percentage of senior citizens, many of them lacking the skills to communicate with Zoom (**the sign-in sheet of the ENN on 3/10/20 indicated that out of 50 participants 32% did not have computer and internet access!**).

In sum of all above factors, the neighbors request a postponement of the Planning Commission meeting scheduled for 5/21/20 via Zoom until an in-person meeting is admissible per the Governor's order and ALL neighbors will have a chance to attend. Please understand that we have a challenging situation in our neighborhood, and we have a very delicate number of residents that want to participate but because of unforeseen circumstances (COVID-19) cannot.

Please advise as soon as administratively possible of your decision in writing.

Thank you for your consideration.

Sincerely,

Ute Jannsen-Kerr

Robert Larragoite

Midtown Neighborhood Association

FW: 1115 Calle Resolana Proposed

BERKE, NOAH L. <nlberke@santafenm.gov>

Thu 8/8/2019 10:43 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Noah Berke, CFM
Planner Manager
City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504
Work: (505) 955-6647
Cell: (505) 490-5930
Email: nlberke@santafenm.gov

From: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Sent: Wednesday, August 7, 2019 8:23 PM
To: BERKE, NOAH L. <nlberke@santafenm.gov>; AMBROSINO, MARGARET K. <mkambrosino@santafenm.gov>
Subject: Fwd: 1115 Calle Resolana Proposed

Carol Johnson

Land Use Director

City of Santa Fe

505-955-6617 desk

505-628-2888 mobile

From: CULTOR STAGNORUM... LUCIUS <bisclavret@centurylink.net>
Sent: Wednesday, August 7, 2019 7:47:39 PM
To: JOHNSON, CAROL R. <crjohnson@santafenm.gov>
Subject: 1115 Calle Resolana Proposed

August 7, 2019
Robert and Chamchun Zisk
1474 Clark Road
Santa Fe, N.M. 87507

Dear Carol Johnson, Land Use Director:

Our names are Robert Zisk and Chamchun Zisk. We have lived in the Tierra Escondida Neighborhood for about 27 years.
We are righ ng to voice our objec on to the development proposed for 1115 Calle La Resolana. For the following reasons we think this project is unsuitable for our neighborhood:

1.) The site, as presented to us, is on a blind spot linking Calle Oriente and Calle La Resolana.This is an inadequate entry for a 45 unit residen al development (on 2.5 acres) with an cipated space for 78 parking spaces. The exit will be by means of a small easement through Day's Inn onto Cerrillos Road. As currently proposed this configura on will prove hazardous to pedestrians and residents of the surrounding area, which already suffers

from excessive high speed vehicle traffic (despite several speed bumps) and a steady flow of outside foot traffic passing through the neighborhood.

2.) The houses in the surrounding neighborhood are one story, raising the concerns of privacy and light pollu on from the two story apartment complex.

3.) At the July 9, 2019 Early No fica on Mee ng the project presenters painted a picture of our neighborhood as rela vely crime free, which condi on would be preserved and encouraged by the new development. This is not an accurate portrayal. Over the last several years we have had mee ngs with SFPD to address crime in the neighborhood. There have been several burglaries, with some homes being targeted on more than one occasion, and many residents will be able to confirm a daily passage of intoxicated persons through the neighborhood. They leave their li er and drug paraphernalia on our streets, sidewalks, and property. If burglaries and syringes are not evidence of an already intolerable crime presence in our neighborhood, then what more is needed?

4.) Our neighborhood is already surrounded by several affordable/low income developments. There appears to be a consensus among residents that any more such developments will only further contribute to altering the character and demographics of our neighborhood. Within 1.2 miles of our neighborhood there are already several clusters of low income housing: City Housing on Camino Consuelo, Casa Rufino Apartments, Warren Inn, Stage Coach Apartments, Pete's Pets Homeless Shelter, Coronado Condos and Apartments, La Luz, and Las Palomas Apartments. We don't need any more low income housing which, as is the neighborhood sen ment, will only lt the socioeconomic balance of our neighborhood away from its current cons tu on toward a monolithic social and economic stra fica on. We see no wisdom in surrounding our long established working class home owners' neighborhood with more low income units that will render us an island in a sea of stra fica on.

Members of our community would be happy to meet with you to voice our concerns and show you around our neighborhood as we see it, value it, and have, over the years worked to make it the vibrant, closely nit community that it is.

Robert and Chamchun Zisk

RE: Zoom Planning Commission Meeting Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

PAEZ, SALLY A. <sapaez@santafenm.gov>

Mon 5/4/2020 8:31 AM

To: ute.jannsenkerr@gmail.com <ute.jannsenkerr@gmail.com>; Ute.jannsenkerr@sfcc.edu <Ute.jannsenkerr@sfcc.edu>
Cc: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; BERKE, NOAH L. <nlberke@santafenm.gov>; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>

Dear Ute Jannsen Kerr,

The City Manager and Councilor Cassu. -Sanchez forwarded your email below to me and asked me to respond on their behalf. My name is Sally Paez. I am an Assistant City A. orney, and I represent the City's Land Use Department.

Thank you for sharing these concerns about virtual public mee□ngs on behalf of yourself and your neighbors. However, the City needs to con□ue processing applica□ons from property owners that want to develop their property. The City would certainly prefer to hold the mee□ng live at City Hall, but at this me it is not safe or legal to do so. I understand that this is a difficult transi on for everyone.

Since we cannot hold in-person mee□ngs, the City is working hard to ensure that all members of the public have a variety of avenues for attending and listening to the mee□ng remotely and for providing comments on the project. Please encourage any of your neighbors who lack internet access to submit written comments. Complete informa□ on about how to par cipate will be included on the mee□g agenda, but here is an overview.

- Members of the public may submit written public comments in advance of the mee□ ng by email (LandUsePublicComment@santafenm.gov), by U.S. Postal Service (City of Santa Fe, ATTN: Noah Berke, PO Box 909, Santa Fe, NM 87504-0909), or by dropping off a comment at the physical drop box, which will be located outside City Hall at the entrance to Land Use Lobby facing Marcy Street. Please include your full name and address, and iden□fy the specific agenda item you are commen□g on. To be included in the official record and considered at the hearing, written public comment must be received no later than Monday, May 18, 2020.
- Members of the public will be able to view the Zoom mee□ng on the City's YouTube channel.
- Members of the public will be able to attend the Zoom mee□ng by phone or video. Zoom attendees will be permitted to provide real- me public comment, by either "raising their hand" (if using a smart phone or computer) or by pressing *9 if using a regular phone.

Addi onally, I wanted to let you know that the City will be conduc ng two public hearings on this project. The first public hearing will be the May 21 Planning Commission mee□ng, at which the Planning Commission will make a recommenda□on to the Governing Body. The second public hearing will be before the Governing Body. The Governing Body hearing has not been scheduled yet.

Since this matter will be hear by the Governing Body, Councilor Cassutt-Sanchez also asked me to alert you to the special role that the members of the City's Governing Body will have in rela□on to this matter. The Governing Body will be considering elements of the proposed development in its "quasi-judicial" capacity. When the Governing Body reviews a matter in its quasi-judicial capacity, the city council members are serving in a judicial role (applying facts to laws) rather than a legisla□ ve role (se ing policy). Therefore, they are prohibited from discussing the merits of the matter before the public hearing scheduled for that purpose. In addi on, the Council must disclose communica□ons received regarding the merits at the beginning of the hearing and recuse themselves if they feel they cannot be fair and impar al. For these reasons the city council members cannot communicate about this type of matter in the way they would when they are serving in their legisla□ve roles.

Please feel free to contact City Land Use Staff for more informa□on about the project or ways to par cipate. The most knowledgeable contact for this case is Senior Planner Dan Esquibel, daesquibel@santafenm.gov, 955-6587.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
(505) 955-6501
sapaez@santafenm.gov

The Mission of the City A orney's Office is to advise, defend, and protect the City and enforce its laws in a mely and just manner; and

WE ARE
#AllTogetherSantaFe
http://www.alltogethersantafe.org
#TodosJuntosSantaFe
http://www.todosjuntossantafe.org

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

From: Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Sent: Friday, May 1, 2020 3:15 PM
To: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; Ute Jannsen-Kerr <ute.jannsenkerr@gmail.com>
Subject: Zoom Planning Commission Mee□ng Re: Amendment of Ordinance 1998-23 Change and 1115 Calle La Resolana Development Project

CAUTION: This email originated from outside of the organiza□on. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jarel,

the residents of the Midtown Neighborhood Associa□on live in District 4, in the proximity of the Calle La Resolana.

Please take a moment and read the attached letter and let us know by the end of next week (5/7/20) whether anything can be done to postpone the scheduled 5/21/20 Zoom Planning Commission mee□ng ll a me all neighbors can attend. This Zoom mee□ng comes at a me when most people are figh□ng for their livelihood and are stressed to the max. A Zoom mee□ng for our neighborhood will be a disaster - as explained in the a ttached letter.

We would very much appreciate it if you could be our advocate in this matter.

Sincerely,

Ute
Midtown Neighborhood Associa□on

I hope you and your family are well and healthy.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT G

June 24, 1998 Governing Body Minutes

Councilor Montaño proposed a friendly amendment, which was accepted, that this issue would be reviewed in one year to see what the revenues were and to reconsider rates at that time.

The amendment was accepted as friendly.

Councilor Montaño stated that he would vote against the ordinance. He said he understood this to be a state-of-the-art golf course that out-of-town players would be interested in using regardless of the rates, and so he felt resident rates should have been left at $21 for weekends and non-resident rates raised from $45 to $51.

Mayor Delgado stated that this golf course would be as competitive as any golf course in the Southwest. He said he also felt staff's recommended fees were appropriate in relationship to surrounding golf courses, and also preferred to think that the city "got it right the first time instead of going back to the people in one year and saying we've got to raise it."

The ordinance, as amended, passed on the following Roll Call vote:

For: Councilor Whitted; Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Martinez; Councilor Moore; Councilor Sanchez.

Against: Councilor Montaño.

Councilor Bushee also asked that a senior rate be considered in a year as well.

CONSIDERATION OF BILL NO. 1998-21: ADOPTION OF ORDINANCE NO. 1998-23.
Case #ZA 1998-4. Somerset Self-Storage Rezoning and Development Plan. (Formerly Case #ZA 1992-20, Villa de los Arboles RM-2 Zoning Rescission). Pacific Santa Fe Properties, L.P., Requests Rezoning of 2.584± Acres From RM-2 (Multi-Family Residential) to C-2 (General Commercial), and Requests Approval of a Development Plan for a Self-Storage Complex. The Property is Located at 2900 Cerrillos Road Behind the Park Inn Hotel

Planner Greg Smith addressed the Council as follows: "This property was previously approved for a 34-unit condominium project known as

the Los Arboles project. The applicant came back to the Council on that project and asked that the conditions be amended. The Council declined to amend those conditions. The applicant then came back to the Council and asked to have the RM zoning rescinded and to have C-2 zoning restored. The Planning Commission recommended approval of that request. The Council noted some concerns primarily related to access to Calle la Resolana, and requested that the applicant work with the staff and the Commission to revise the application. So that is the case that is before the Council tonight -- the revised request for rezoning from RM multi-family residential zoning on this parcel to go back to C-2. This time, the applicant has amended the request to include a development plan which would provide for the construction of individual storage units on this property.

"The primary access to the revised project, to the storage unit project, would be via a common driveway across the Park Inn property from Cerrillos. Access to Calle la Resolana would be retained for emergency access only. The Council adopted various traffic mitigation measures when they reviewed the condominium project, and several of those conditions are carried forward as conditions of approval for the rezoning and development plan approval that the applicant is requesting tonight.

"Our staff report addresses various aspects of this project, but concludes that, in general, the community impacts of this project will be comparable to or less than the impacts that were associated with the previous condominium project. We've noted in the staff report that the project appears to comply with the various General Plan and zoning regulations criteria for rezonings, and we are recommending approval of the project subject to the conditions as recommended by the Planning Commission."

Those conditions were:

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be to the approval of the affected utility companies and city staff, and the plat shall be filed prior to issuance of any

construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge (east of the Park Inn on Cerrillos Road) and the Park Inn. Plans for this modification shall be reviewed and approved by the city traffic engineer and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency usage thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan, including all site improvement drawings and off-site traffic mitigation construction drawings, shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer and shall comply with all applicable city codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC.

9. The project will conform to the new lighting ordinance.

There were no persons wishing to address the Council either for or against this proposal.

Councilor Chavez moved for approval. The motion was seconded by Councilor Moore.

Councilor Chavez said he had opposed this project "since day one" because of concerns about ingress and egress on Calle la Resolana, but in this instance felt the developer had "jumped through a number of hoops" in addressing the concerns of the neighborhood and members of the Governing Body.

Councilor Chavez commented that he was concerned that the applicant could not have signage on Cerrillos Road. He said this "boggled the mind."

Mr. Smith explained that existing sign regulations prohibited off-premises advertising. He said the Planning Commission directed staff to initiate an amendment to the regulations to provide an exception for circumstances such as this, and that amendment should go before the Council this fall.

Councilor Chavez pointed out, however, that the ingress-egress to Cerrillos Road was contiguous to the property, so it did not make sense to him that there could not be signage directing drivers to the storage units.

Mr. Smith explained that the applicant did not own the property fronting Cerrillos Road, and Councilor Chavez asked why the applicant could not simply approach the property owner and ask for permission to place the sign there. Mr. Smith responded that the goal of the sign regulation was to reduce sign clutter, and that included off-site signs.

Councilor Chavez said he had trouble with the term "off-site signs," because he did not think there was a definition for it. He stated, "This signage thing really has no bearing as far as I'm concerned. I think it really meets the intent of the ordinances that we have." He said he would drop this issue for now, but wanted his remarks on the record.

Councilor Moore asked Mr. Smith if he understood correctly that there was actually more neighborhood opposition to the idea of the condos than there was to the idea of this commercial use, and Mr. Smith said there was considerable testimony in the record to that effect.

Councilor Moore said, "It frankly amazes me that anyone would prefer a self storage facility next to their home versus housing, but if that's what the neighborhood wants....I just find them really dead, scary places....but you're right, they don't generate much traffic."

Owner John Coelho was duly sworn. He stated that all of the conditions were acceptable and he had no problems with any of them.

Responding to questioning from Mayor Delgado, Mr. Smith said staff would advise the Planning Commission that any major changes to the development plan would require City Council review and approval.

Councilor Montaño asked Mr. Smith to inform the City Council if there were any changes whatsoever to the development plan, and Mayor Delgado said he thought that "a legitimate request."

Councilor Martinez asked how condition #5 would be monitored.

Mr. Smith responded that staff would require that appropriate signage be installed. He said the condition would be monitored by zoning enforcement staff, but noted that staff did not have an ongoing enforcement program where annual checks were done of each rezoned property in the city. He commented, however, that staff was "fairly observant" about such things and also stated that complaints from residents would be responded to.

Referring to condition #5, Councilor Montaño asked what constituted "emergency usage" and Mr. Smith responded, "Staff would understand that to mean that the gate would be locked at all times except when there was an emergency, at which point the lock would be cut or the Fire Department or ambulance services or Police Department would have keys to go through."

The ordinance was adopted with the following Roll Call vote:

For: Councilor Bushee; Councilor Chavez; Councilor Lopez; Councilor Montaño; Councilor Sanchez; Councilor Whitted.

Against: Councilor Martinez.

Abstaining: Councilor Moore.

May 21, 2020
Planning Commission
Cases #2020-1994 and 2019-1149
1115 Calle La Resolana
Ordinance Amendment and
Development Plan

EXHIBIT H

Applicant Submittals

1155660

DECLARATION OF RECIPROCAL EASEMENTS

This Declaration of Reciprocal Easements is made as of the 7th day of April, 1995 by and between SANTA FE PARK INN, LIMITED PARTNERSHIP, a New Mexico Limited Partnership ("SFPI"), and PACIFIC SANTA FE PROPERTIES, L.P., a New Mexico Limited Partnership ("PSFP").

RECITALS

The following recitals of fact are a material part of this instrument:

A. SFPI owns that parcel of realty described on Exhibit "A" attached hereto ("Parcel 1") and PSFP owns that parcel of realty described on Exhibit "B" attached hereto ("Parcel 2") as shown on the subdivision plat thereof filed in the office of the County Clerk in Santa Fe County, New Mexico, on 18th APRIL 1995 at page 035 Plat Book No. 300 (the "1995 Plat").

B. The parties hereby wish to grant one another mutual and reciprocal easements for ingress and egress over their respective parcels as above described,

C. Attached hereto as Exhibit "C" is a site plan wherein Parcel 1 is the area delineated by cross-hatching, and Parcel 2 is the remainder of the area therein depicted. Included on Exhibit C are the easement areas as hereinafter described in this Agreement.

DECLARATIONS

Now, therefor, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves,

and their successors and assigns, as follows:

1. GRANT OF MUTUAL EASEMENTS:

(a) SFPI grants to PSFP, its tenants, licensees, business invitees, employees and grantees of all or any portion of Parcel 2, in common with SFPI and all tenants business invitees, employees, and patrons of Parcel 1, the right of way for ingress and egress over and upon Parcel 1 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 1 shown on Exhibit C and legally described on Exhibit D-1 attached hereto (the "Parcel 1 Easement Area").

(b) PSFP grants to SFPI, its tenants, licensees, business invitees, patrons, and employees, in common with PSFP and all tenants , business invitees, employees and grantees of all or any portion of Parcel 2, the right of way for ingress and egress over and upon Parcel 2 for automotive and pedestrian traffic, provided, however, that such right of way for ingress and egress shall be limited to that portion of Parcel 2 shown on Exhibit C and legally described on Exhibit D-2 attached hereto (the "Parcel 2 Easement Area").

2. PROHIBITION OF IMPROVEMENTS ON EASEMENT AREAS. Neither party shall build or maintain, or permit to be built or maintained, any structure on either the Parcel 1 Easement Area or the Parcel 2 Easement Area. These restrictions shall not apply to light standards, appurtenant electrical equipment, signs relating to business conducted on each respective Easement Area, traffic or

directional signs, fences, gates, or similar structures (providing they do not impair the free use of the easements above granted).

3. MAINTENANCE OF EASEMENT AREAS. Each party shall maintain and keep in good repair the rights-of-way situated on its Parcel and shall keep such areas and rights-of-way free and clear of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The rights-of-way on both Parcels shall meet at equal grades and no obstructions shall be erected or permitted upon either Parcel which will in any way interfere with the rights granted by this agreement. Neither party shall change the striping of the driveways on its Parcel without the other party's written consent, which consent shall not unreasonably be withheld. Each party shall maintain insurance against claims for personal injury and property damage in an amount not less than Two million dollars ($2,000,000.00) combined limits for personal injury and one hundred dollars ($100,000.00) with respect to property damage. Such limits shall be increased, from time to time, at the request of either party, in accordance with the coverage generally maintained by business enterprises in the area for risks in connection with parking lots or parking areas adjacent to commercial buildings. All such policies shall name both parties as insureds.

4. PROHIBITED COMMERCIAL ACTIVITIES. Neither party shall conduct nor permit the conduct of any commercial activities or commercial use of any portion of its Easement Area.



5. TERM. This agreement shall continue for a term of 55 years from the date hereof, or so long as both Parcel 1 and Parcel 2 shall be used for commercial retail, hotel, or residential uses, whichever shall be longer. Nevertheless, in the event that commercial retail, hotel, or residential activities on either Parcel 1 or Parcel 2 shall cease during the term of this agreement, the owner of the other Parcel on which such activities are continuing shall have the right to terminate this agreement upon giving 60 days' written notice to the then owner of the Parcel on which such activities have ceased. The recording of such notice shall have the effect of giving general notice that upon the end of the 60 day period set forth in the notice, the within agreement shall be deemed of no further force or effect. Temporary cessation of us upon either Parcel due to fire or other casualty, construction or reconstruction, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 120 days for purposes of making alterations or reletting shall not be deemed a cessation of use within the meaning of this Paragraph 5.

6. COVENANTS RUNNING WITH THE LAND. The easements hereby granted, and restrictions hereby imposed, and the agreement herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, an be binding upon, the parties hereto and their respective successor and assigns, including, without limitation, all subsequent owners of Parcel 1 and Parcel 2 and all persons claiming under them.



7. ENTIRE AGREEMENT. This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

8. NOTICES. All notices under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known address set forth on the signature page of this agreement, or such other address as a party shall advise the other by written notice.

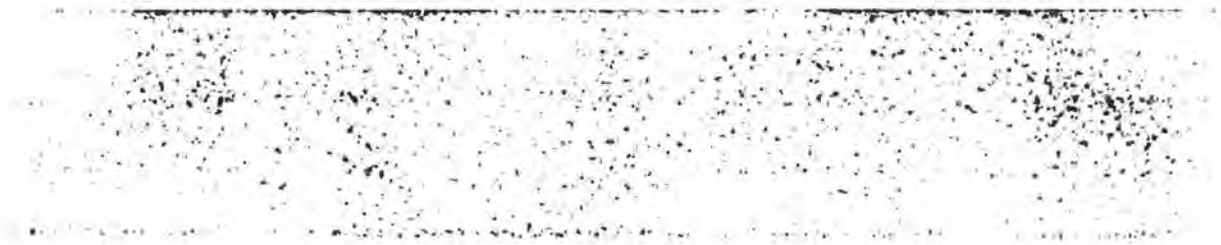
9. NON-WAIVER. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

10. HEADINGS. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. This agreement shall be construed in accordance with and governed by the laws of the State of New Mexico.

12. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed a gift or dedication of any portion of either subject Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to and for the purposes herein expressed.

13. SEVERABILITY. If any clause, sentence or other portion of this agreement shall become illegal null or void for any reason,



or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

14. INJUNCTIVE RELIEF. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of either Parcel subject to this agreement of any of the terms, covenants, and conditions herein contained, in addition to any other remedies provided herein or available at law, any or all of the owners or tenants of either Parcel shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

15. SUBSEQUENT CONVEYANCES. All conveyances of all or any portion of either Parcel 1 or Parcel 2 subject to the date hereof shall recite that they are subject and subordinate to the terms and conditions hereof.

16. ATTORNEY FEES. Should any action or proceeding be brought to enforce any provision hereof, or for damages by reason of the alleged breach, the prevailing party (that party obtaining the greatest quantum of affirmative relief) shall be entitled to receive it's attorneys' fees and all costs of such action or proceeding from the other party.

17. MERGER. If title shall vest at any time in any one party in both of the Parcels subject to this agreement, a merger of such title shall remove the easements as between such merged Parcel; provided, however that such party owning both Parcels may elect to cause an election of non-merger to be recorded in the records of

Santa Fe County in which event such merger shall be deemed not to have occurred.

18. CONSENT. Each party hereto, or any party claiming under any of them, agrees that they will not unreasonably withhold their approval or consent wherever provision is made herein for such approval or consent.

19. MORTGAGEE PROTECTION, NOTICE AND CURE. If SFPI or PSFP, or their respective assigns shall mortgage all or any part of the respective Easement Areas created by this Declaration, each agrees that so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s), the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Declaration by joint action of PSFP and/or SFPI without the prior written consent of each mortgagee.

(b) PSFP and SFPI shall, upon the serving with any notice of default under this Declaration, simultaneously serve a copy of the notice upon any Easement Area mortgagee(s).

(c) Any Easement Area mortgagee shall have the right, but not the obligation, at any time prior to termination of this Declaration and without payment of any penalty, to effect any insurance required hereunder, to pay any taxes or assessments against any portion of the easement parcels, to make any repairs or improvements, to the easement parcels created hereunder, to do any other act or thing required of either party hereunder, and to any act or thing which may be necessary and proper to be done in the



performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Declaration. Any Easement Area mortgagee and its agents and contractors shall have full access to each easement parcel for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Easement Area mortgagee shall be as effective to prevent a termination of this Declaration as the same would have been if done by the parties hereto.

(d) Anything contained in this Declaration to the contrary notwithstanding, if any default shall occur which, pursuant to any provision of this Declaration, purportedly entitles either party to terminate this Declaration, neither party shall be entitled to terminate this Declaration, and the notice shall be rendered void, if the mortgagee or the trustee under any such easement mortgage or deed of trust, within thirty days after expiration of the period within which the defaulting party was permitted to cure the default (or within sixty after receipt of the notice by the said Easement Area mortgagee or trustee if the default is not curable by such party), shall:

(1) either (i) cure the default if the same can be cured by the expenditure of money; or (ii) if the default or breach is not curable, commence, or cause any trustee under the easement mortgage or deed of trust to commence, and thereafter to diligently pursue to completion steps and proceedings to foreclose on the interests covered by the mortgage; and

(2) perform or cause the performance of all of the



covenants and conditions of this Declaration requiring the expenditure of money by either party until such time as the Easement Area parcel shall be sold upon foreclosure, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure; provided, however

(3) either party shall, commencing with the date such foreclosure action shall commence, have a period of sixty days within which to effect the cure of the non-monetary default causing such foreclosure action to commence, or to provide for the benefit of the other easement parcel easement rights providing ingress and egress rights the substantial equivalent of those granted in and to each such easement parcel under the terms of this Declaration. Such cure or provision of substitute ingress and egress rights shall cause the termination of any such foreclosure action provided the defaulting party shall promptly reimburse such mortgagee or trustee for costs incurred in the said foreclosure action.

(e) If any mortgagee is prohibited from commencing or prosecuting any foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by court having jurisdiction of any bankruptcy or insolvency proceeding involving either party hereto, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition; provide that the easement mortgagee shall have fully cured any default in the payment of any monetary



obligations of either party under this Declaration and shall continue to pay currently those monetary obligations as and when the same fall due.

(f) Each party agrees that the name of any Easement Area mortgagee(s) shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by each party under this Declaration on condition that the insurance proceeds are to be applied in the manner specified in such Easement Area mortgagee's mortgage.

(g) Each party agrees that in the event of termination of this Declaration by reason of any default hereunder, each party, if requested by any Easement Area mortgagee will enter into a new Declaration containing each and all of the terms contained herein.

(h) Each Easement Area mortgagee agrees that in the event of termination of this Declaration by reason of the default of any party, and the acquisition of a fee interest in either Easement Area by such Easement Area mortgagee or its assignee, such mortgagee or its assignee, if requested by the non-defaulting party, will enter into a new Declaration containing each and all of the terms contained herein.

(i) Except as provided in subparagraph (h), above, nothing herein contained shall require any Easement Area mortgagee to enter into a new Declaration nor to cure any default of either party.

(j) The parties hereto shall give a Easement Area mortgagee(s) notice of any arbitration or condemnation proceedings,

or of any pending adjustment of insurance claims as concerns the Easement Areas, or either of them, and any Easement Area mortgagee shall have the right to intervene therein and shall be made a party to such proceedings The parties hereby consent to such intervention. If such mortgagee does not elect to intervene or become a party to such proceedings, it shall none the less receive notice and a copy of any award or decision made in connection therewith.

(k) SFPI and PSFP shall cooperate in including in this Declaration by suitable amendment from time to time any provision which may be reasonably requested by any Easement Area mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Article 19 and allowing such mortgagee reasonable means to protect or preserve its rights and interests in and to the Easement Areas created hereunder under a default under the terms of this Declaration. The parties and such Easement Area mortgagee agree to execute and deliver (and acknowledge for recording purposes, if necessary) any agreement required to effect any such amendment; provided that any such amendment shall not adversely affect any rights of the parties under this Declaration.

(l) Each Easement Area mortgagee shall promptly, upon request of either party hereto, execute, acknowledge and deliver to either party so requesting, at the sole cost of such party, a document agreeing to all of the provisions herein contained.

(m) The term "mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the



real property the subject of this Declaration, such as, without limitation, deeds of trust, security deeds, as well as financing statement, security agreements and other documents required pursuant to the Uniform Commercial Code. The term "mortgagee" as used herein shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to beneficiary under a deed of trust and the secured party under a security agreement.

(n) In the event any Easement Area mortgagee, or its designee, becomes the owner of the servient or dominant estate with respect to an Easement Parcel, such mortgagee (or designee, as the case may be) shall have no liability or obligation for any breaches under this Declaration which are attributable to the period prior to the date such mortgagee, (or its designee) acquires title to such estate. Nor shall such mortgagee (or its designee) be personally liable for any breach under this Declaration.

WITNESS the hands and seals of the undersigned this 7TH day of APRIL, 1995.

SANTA FE PARK INN LIMITED PARTNERSHIP,
a New Mexico Limited Partnership

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

PACIFIC SANTA FE PROPERTIES, L.P.,
a New Mexico Limited Partnership

1155672

By: TSC Development Company, Inc.
Its: General Partner

By: _____
John R. Coelho, Its President

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on April 7, 1995, by John R. Coelho as President of TSC Development Company, Inc., general partner of Santa Fe Park Inn Limited Partnership, a New Mexico limited partnership, and general partner of Pacific Santa Fe Properties, L.P., a New Mexico general partnership, on behalf of both of said limited partnerships.

_____
Notary Public

My Commission expires:
August 23, 1997

F:\CLIENT\PAC-SF.PRO\DECLARAT(4/6) ajm

1155673

PROPERTY DESCRIPTION, TRACT 1-A-1

A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT, FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11';
THENCE S71°07'40"W, 296.88';

THENCE FROM SAID POINT S75°07'43"W, 210.69';
THENCE N14°50'55"W, 97.98';
THENCE S75°07'43"W, 135.11';
THENCE N14°52'01"W, 111.92';
THENCE N55°38'39"E, 13.02';
THENCE N14°05'55"W, 125.45';
THENCE N55°56'54"E, 79.96';
THENCE N56°17'55"E, 88.12';
THENCE N56°30'55"E, 10.20';
THENCE N56°48'55"E, 172.90';
THENCE S14°45'00"E, 451.98' TO THE POINT OF BEGINNING, CONTAINNING 2.790 ACRES, MORE OR LESS.

UTIL.

1155674

PROPERTY DESCRIPTION, TRACT 1-A-2,

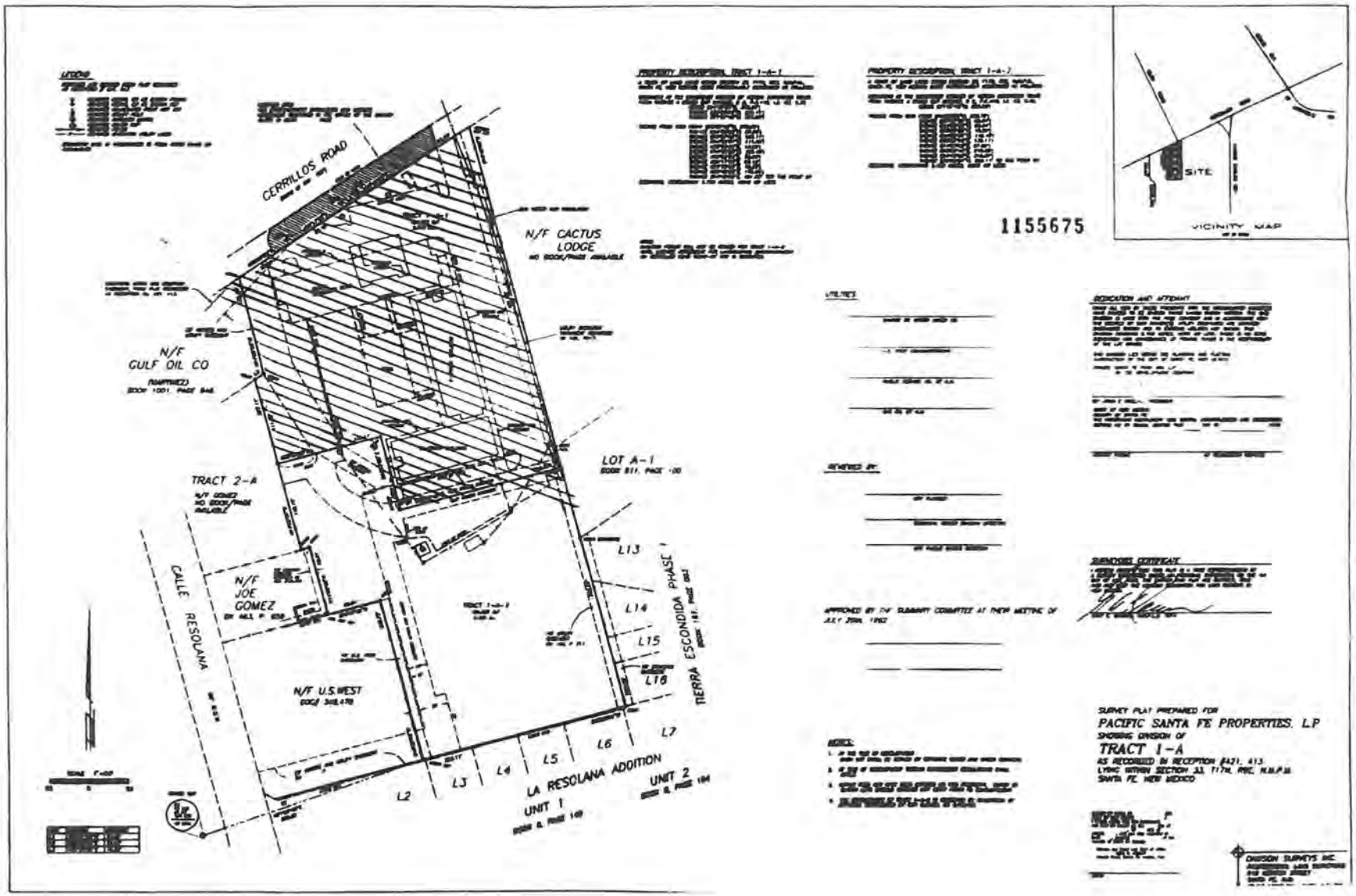
A TRACT OF LAND LYING WITHIN SECTION 33, T17N, R9E, N.M.P.M., SANTA FE, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRAC FROM WHENCE A BRASS CAP MARKED, S C, P.C.410, L2, C3, S.33, BEARS S71°07'40"W, 296.88';

THENCE FROM SAID POINT N14°52'02"W, 208.72';
THENCE S75°07'58"W, 69.01';
THENCE N14°52'02"W, 90.01';
THENCE S75°07'58"W, 10.99';
THENCE N14°52'01"W, 115.19';
THENCE N75°07'43"E, 135.11';
THENCE S14°50'55"E, 97.98';
THENCE N75°07'43"E, 210.69';
THENCE S14°45'00"E, 315.97';
THENCE S75°08'01"W, 265.11' TO THE POINT OF BEGINNING, CONTAINNING 2.403 ACRES, MORE OR LESS.

'TIES

EXHIBIT "C"



1155675

1155676

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-1, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

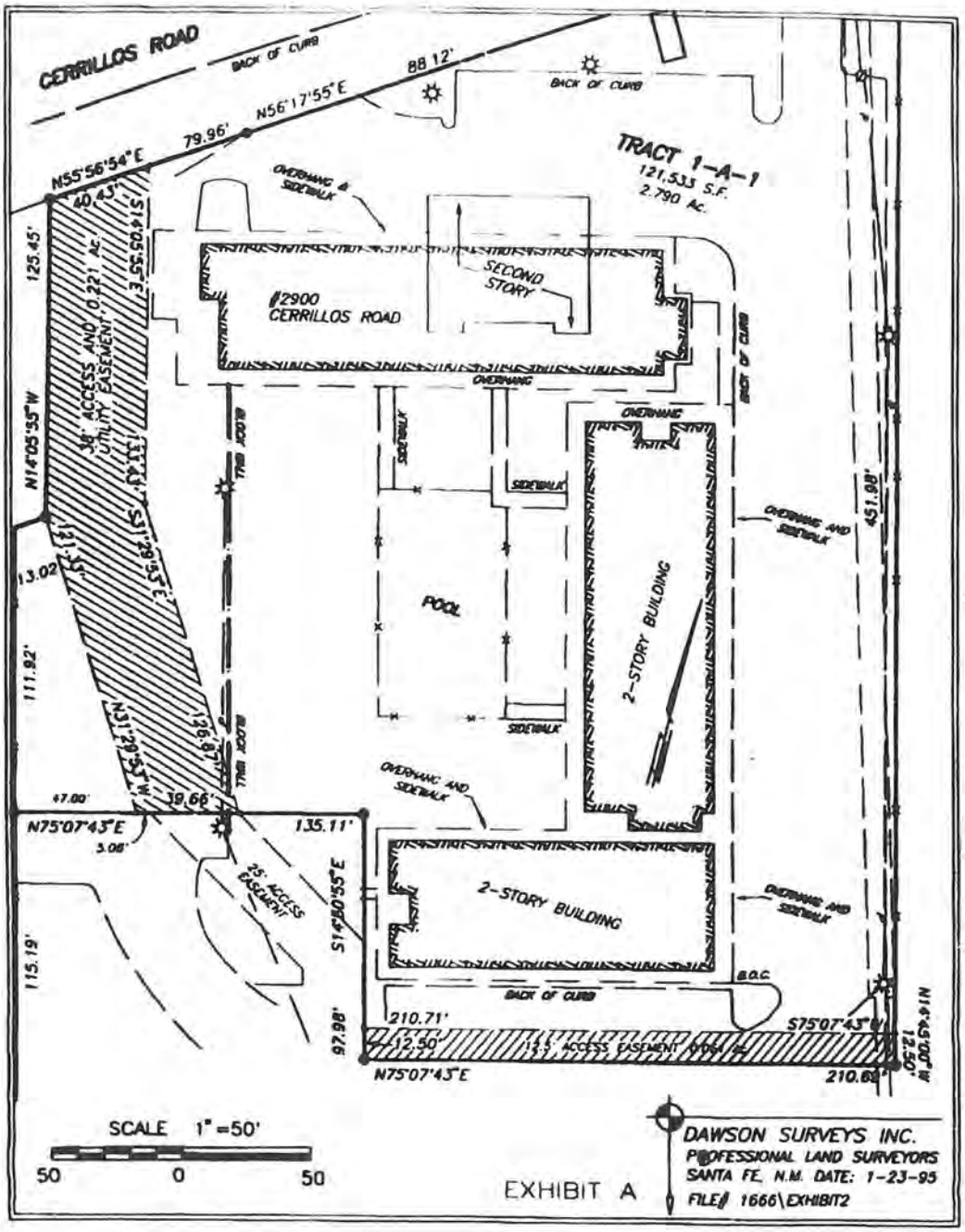
FIRST:
BEGINNING AT A REBAR AT THE SOUTH EAST CORNER OF SAID TRACT 1-A-1;

THENCE N14°45'00"W, 12.50 FEET;
THENCE S75°07'43"W, 210.71 FEET;
THENCE S14°50'55"E, 12.50 FEET;
THENCE N75°07'43"E, 210.69 FEET TO THE POINT OF BEGINNING
CONTAINING 0.061 ACRES, MORE OR LESS.

SECOND:
BEGINNING AT A REBAR AT THE NORTH WEST CORNER OF SAID TRACT 1-A-1;

THENCE N55°56'54"E, 40.43 FEET;
THENCE S14°05'55"E, 133.43 FEET;
THENCE S31°29'53"E, 126.87 FEET;
THENCE S75°07'43"W, 39.66 FEET;
THENCE N31°29'53"W, 121.33 FEET;
THENCE N14°05'55"W, 125.45 FEET TO THE POINT OF BEGINNING
CONTAINING 0.221 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "A" ATTACHED HERETO.


CERRILLOS ROAD
BACK OF CURB
88.12'
N56°17'55"E
79.96'
N55°56'54"E
40.43'
TRACT 1-A-1
121,533 S.F.
2.790 Ac.
OVERHANG & SIDEWALK
SECOND STORY
#2900 CERRILLOS ROAD
125.45'
30' ACCESS AND UTILITY EASEMENT 0.221 Ac.
S13°05'51"E
N14°05'35"W
OVERHANG
SIDEWALK
TREE
POOL
2-STORY BUILDING
451.88'
13.02'
111.92'
S35°58'55"E
126.81'
N31°55'28"W
19.66'
47.00'
N75°07'43"E
3.08'
135.11'
25' ACCESS EASEMENT
S14°50'55"E
115.19'
97.98'
210.71'
12.50'
15' ACCESS EASEMENT 0.004 Ac.
S75°07'43"W
210.69'
N14°52'00"W
121.50'
B.O.C.
SCALE 1"=50'
50 0 50
EXHIBIT A
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M. DATE: 1-23-95
FILE# 1666\EXHIBIT2

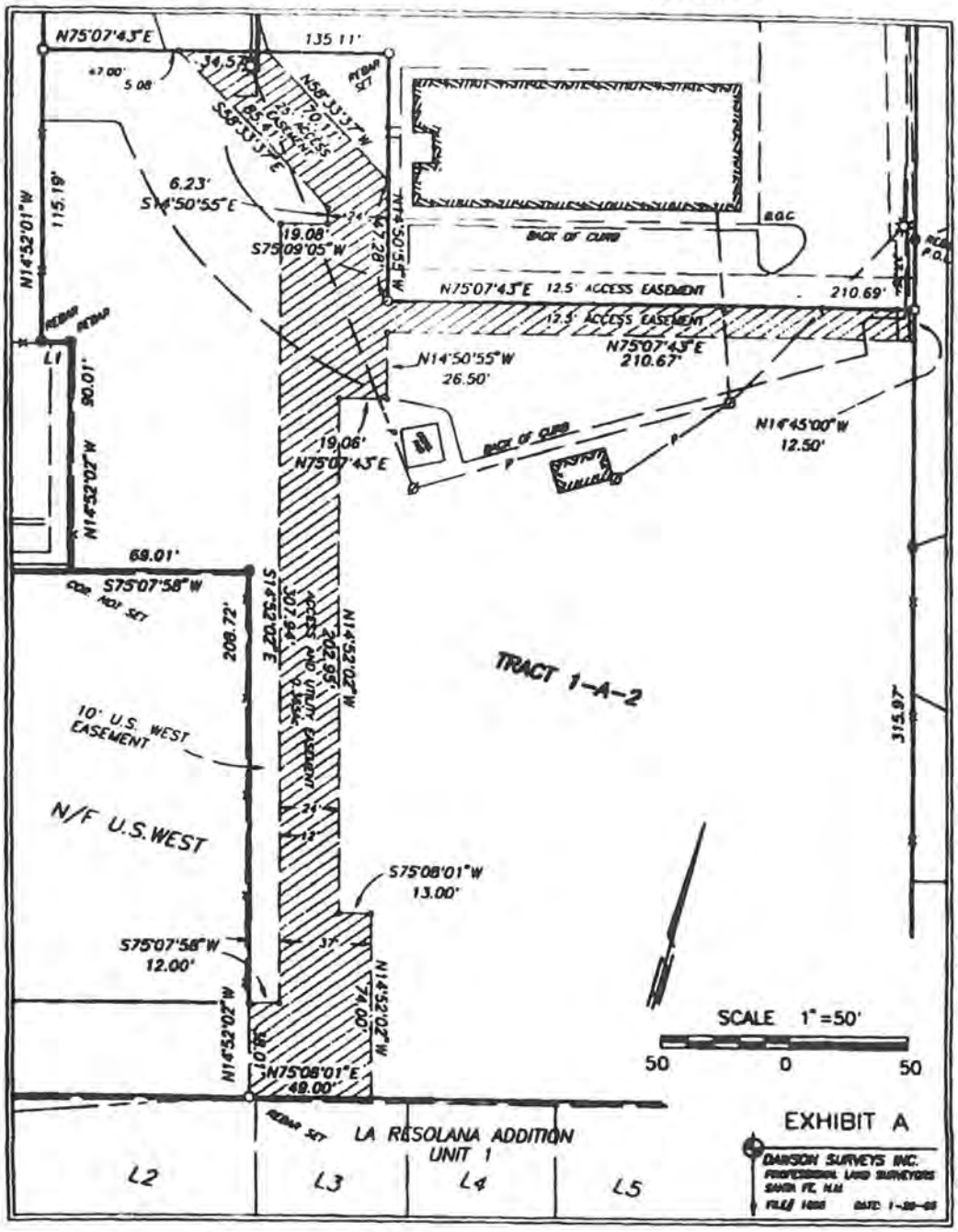
DESCRIPTION 1155678

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUDARY OF SAID TRACT 1-A-2;

THENCE N75°08'01"E, 49.00 FEET;
THENCE N14°52'02"W, 74.00 FEET;
THENCE S75°08'01"W, 13.00 FEET;
THENCE N14°52'02"W, 202.95 FEET;
THENCE N75°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 26.50 FEET;
THENCE N75°07'43"E, 210.67 FEET;
THENCE N14°46'00"W, 13.50 FEET;
THENCE S75°07'43"W, 210.69 FEET;
THENCE N14°50'55"W, 47.28 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S75°07'43"W, 34.57 FEET;
THENCE S58°33'37"E, 85.41 FEET;
THENCE S14°50'55"E, 6.23 FEET;
THENCE S75°09'05"W, 19.08 FEET;
THENCE S14°52'02"E, 307.94 FEET;
THENCE S75°07'58"W, 12.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.

1155679


N75°07'43"E
135.11'
34.57'
N58°33'37"W
S58°33'37"E
25' ACCESS EASEMENT
6.23'
S14°50'55"E
19.08'
S75°09'05"W
N14°52'01"W
115.19'
N75°07'43"E 12.5' ACCESS EASEMENT
210.69'
BACK OF CURB
12.5' ACCESS EASEMENT
N75°07'43"E
210.67'
N14°50'55"W
26.50'
N14°45'00"W
12.50'
19.06'
N75°07'43"E
L1
90.01'
N14°52'02"W
68.01'
S75°07'58"W
208.72'
S14°52'02"E
202.84'
N14°52'02"W
202.95'
ACCESS AND UTILITY EASEMENT
TRACT 1-A-2
315.97'
10' U.S. WEST EASEMENT
N/F U.S.WEST
S75°08'01"W
13.00'
S75°07'58"W
12.00'
N14°52'02"W
74.00'
N75°08'01"E
49.00'
SCALE 1"=50'
50 0 50
EXHIBIT A
LA RESOLANA ADDITION
UNIT 1
L2
L3
L4
L5
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M.

The following is a description of a tract of land being the Southerly thirty eight feet (38') of Tract 1-B, Holiday Management Company Subdivision, as the same is shown and designated on the plat of record filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 9, 1972 and as designated on the Warranty Deed filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 13,1972, in the Book 295, Pages 725 & 726, and being more particularly described by metes and bounds as follows:

Begining at the Southeast corner of the tract herein described, said point also being the Southeast corner of the aforementioned Tract 1-B, Holiday Management Company Subdivision and running on a bearing of S 75°08'30" W, distance of 198.03 feet to an angle point of the tract herein described; Thence running on a bearing of N 59°51'30" W, a distance of 15.51 feet to an angle point of the tract herein described; Thence running on a bearing of N 14°51'30" W, a distance of 27.03 feet to the Northwest corner of the tract herein described; Thence running on a bearing of N 75°08'30" E, a distance of 209.00 feet to the Northeast corner of the tract herein described; Thence running on a bearing of S 14°51'30" E, a distance of 38.00 feet to the Southeast corner of the tract herein described and true point of beginning containing 7,882 square feet or 0.1809 acres, more or less, and as shown on Exhibit A attached hereto.

1155680

Date: 12-20-94

COUNTY OF SANTA FE 901 ISS 389
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 14th day of Dec A.D. 19 94, at 2:07 o'clock PM, and was duly recorded in book 155, page 1680-681 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
Deputy

COUNTY CLERK
JONA G. ARMIJO
SANTA FE COUNTY NEW MEXICO

1155681

DESCRIPTION

ALL THAT PART OF TRACT AMENDED 1-A-2, SHOWN ON REPLAT OF TRACTS 1-A, AND 1-B, SAID PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK PAGE , WHICH SAID PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE SOUTH BOUDARY OF SAID TRACT 1-A-2;

THENCE N78°08'01"E, 49.00 FEET;
THENCE N14°52'02"W, 74.00 FEET;
THENCE S78°08'01"W, 13.00 FEET;
THENCE N14°52'02"W, 202.95 FEET;
THENCE N78°07'43"E, 19.06 FEET;
THENCE N14°50'55"W, 26.50 FEET;
THENCE N78°07'43"E, 210.67 FEET;
THENCE N14°45'00"W, 12.50 FEET;
THENCE S78°07'43"W, 210.69 FEET;
THENCE N14°50'55"W, 47.28 FEET;
THENCE N58°33'37"W, 70.11 FEET;
THENCE S78°07'43"W, 34.57 FEET;
THENCE S58°33'37"E, 85.41 FEET;
THENCE S14°50'55"E, 6.23 FEET;
THENCE S78°09'05"W, 19.08 FEET;
THENCE S14°52'02"E, 307.94 FEET;
THENCE S78°07'58"W, 13.00 FEET;
THENCE S14°52'02"E, 38.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.365 ACRES, MORE OR LESS. SHOWN ON EXHIBIT "A" ATTACHED HERETO.


CERRILLOS ROAD
SITE
VICINITY MAP
NOT TO SCALE
TRACT 1-B-1
2.029 ACRES ±
TRACT 1-A-1
0.759 ACRES ±
N/F
VICTOR BALLAS
NO BOOK/PAGE AVAILABLE
2864 CERRILLOS ROAD
N/F
GULF OIL CO.
(MARTINEZ)
BOOK 1001, PAGE 916
N/F
JOE AND JOSIE GUMP
1325 CALLE LA RESOLANA
DEED BOOK 414, PAGE 99
N/C TCS DEVELOPMENT CO.
TRACT 1-A-2
PLAT BOOK 315, PAGE 034
DEED INST. #1355583
N/F
LOT A-1 TIERRA ESCONDIDA
2860 CERRILLOS ROAD
PLAT BOOK 155, PAGE 022
DEED BOOK 1048, PAGE 932
2-STORY BUILDING
REFERENCE DOCUMENTS
LEGEND
NOTES AND CONDITIONS
NOTE
AFFIDAVIT
CITY OF SANTA FE REVIEW
SURVEYORS CERTIFICATE
LOT LINE ADJUSTMENT SURVEY
DANIYAL N. CHRISTIE
& MEENA D. CHRISTIE
UPC #1-051-097-273-061
UPC #1-051-097-268-064
DAWSON SURVEYS, INC.

712

LA RESOLANA

Apartment Community

Development Plan Application

Submitted October 21, 2019 for December 5, 2019 Planning Commission Review

Owner/Developer:

Santa Fe Civic Housing Authority
644 Alta Vista Street
Santa Fe, NM 87505

Project Team:

MONTOYA LAND USE CONSULTING, INC
Monica Montoya



THOMAS GIFFORD ARCHITECT

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

ABQ Engineering
Engineers • Planners • Construction Services
8102 Menaul Blvd. NE, Suite D, Albuquerque, NM 87110
tele: 505.255.7802 fax: 505.255.7902

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IV. CHAPTER 14 COMPLIANCE TABLE 11

(a) Zoning District
(b) Allowed Use
(c) Acreage
(d) Density
(e) Architectural Points
(f) Yard Requirements
(g) Open Space
(h) Walls/Fences
(i) Lot Coverage
(j) Landscaping
(k) Off-Street Parking
(l) Height
(m) Signage

V. DEVELOPMENT REVIEW CRITERIA 12

(a) Traffic
(b) Santa Fe Homes Program
(c) Fire Protection
(d) Water & Sewer Availability
(e) Grading & Drainage
(f) Schools Planning
(g) Transit

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MAPS AND PLANS

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EXHIBITS

Exhibits A1-2 City Application Form for Development Plan
Exhibits B1-5 Architectural Design Points Analysis
Exhibits C1-3 Santa Fe Homes Program Rental Proposal
Exhibits D1-7 Water Offset and Utility Service Applications
Exhibits F1-2 Schools Planning
Exhibits G1-56 Early Neighborhood Notification Reference Documents

TRAFFIC STUDY UNDER SEPARATE COVER

I. APPLICATION SUMMARY & PROJECT OVERVIEW

This application seeks **DEVELOPMENT PLAN** approval for a new multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM. ***(Exhibits A1-2).*** Said application is made pursuant to SFCC 14-3.8(B)(3)(b) which requires development plan approval for projects with a gross floor area of ten thousand square feet or more in a C-2, General Commercial zone district and within two hundred feet of a residential zone district.

This application is submitted on behalf of the Santa Fe Civic Housing Authority, (SFCHA) which is a local entitiy providing affordable rental housing at various locations throughout the Santa Fe community for families, the elderly and those with disabilities to name a few. The proposed housing community will add to their housing inventory and increase opportunities for additional affordable housing in Santa Fe. The SFCHA intends to build a housing community which area residents will be proud of.

La Resolana will be a housing community primarily for families with children. The units will be a mix of two and three bedroom floor plans. La Resolana is a 2019 NM MFA LIHTC 9% award winner and will conform with all of the provisions and requirements for a MFA Mandatory Design Standards for Multi-family Housing for New Construction.

The subject property is located to the south and east of the intersection of Cerrillos Road and Calle la Resolana. The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

The vicinity map on the following page depicts major intersections and the road network within ½ mile radius of the subject property.

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AERIAL VIEW

AERIAL LEGEND

LA RESOLANA SITE

1/2 MILE CIRCLE

SITE PLAN KEY NOTES

1 Property Boundary

LEGAL DESCRIPTION

Property: 1115 Calle La Resolana

Legal Description:

Amended Tract 1-A-2, as shown on plat entitled "Replat Tract 1-A-2, Tract 1-B, and Tract 1-B, Block 29, P.T. lying within Section 33, T17N, R9E, N.M.P.M.,", filed in the office of the County Clerk of Santa Fe NM on April 10, 1985 in Plat Book 300 at page 035, Instrument No. 337,384

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT:

A triangular tract of land within projected Section 33, T 17N, R.9E., N.M.P.M., City and County of Santa Fe NM and being more particularly describe as follows:

Beginning at the most southerly corner of said triangular tract from whence a government monument bears S 27 degrees 28'11" W, 520.80'

Thence from said point and place of beginning along the following bearings and distances:

N 58 degrees 33'57" W 70.29'

N 75 degrees 08'45" E 68.87'

S 34 degrees 42'05" E 50.79' to the point and place of beginning.

Being of the most northerly point of Tract 1-A-2 and being as shown on plat entitled "Proposed Lot Line Adjustment Exhibit Prepared for TSL Development Company LLC, Daniyal N. Christie and Meena D. Christi". File in the Office of the County Clerk of Santa Fe County, NM on July 31 2008 in Plat Book 630, page 045 as Instrument No. 1444,595.

JURISDICTION MAP



DIRECTIONS

The project is located 3.5 miles from Santa Fe Plaza near the intersection of Siler Road and Cerrillos Road on Calle La Resolana. The site has two access points, one directly from Cerrillos Road via an access and utility easement and the other from Calle La Resolana. The project address is 1715 Calle La Resolana, Santa Fe New Mexico 87505.



STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004607
REGISTERED ARCHITECT
12.12.19

1115 LA RESOLANA
1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO
SANTA FE CIVIC HOUSING AUTHORITY

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
o 505.982.7878 • TOM@THOMASGIFFORD.COM

DATE: 12 Feb 2019
SHT: SITE AERIAL

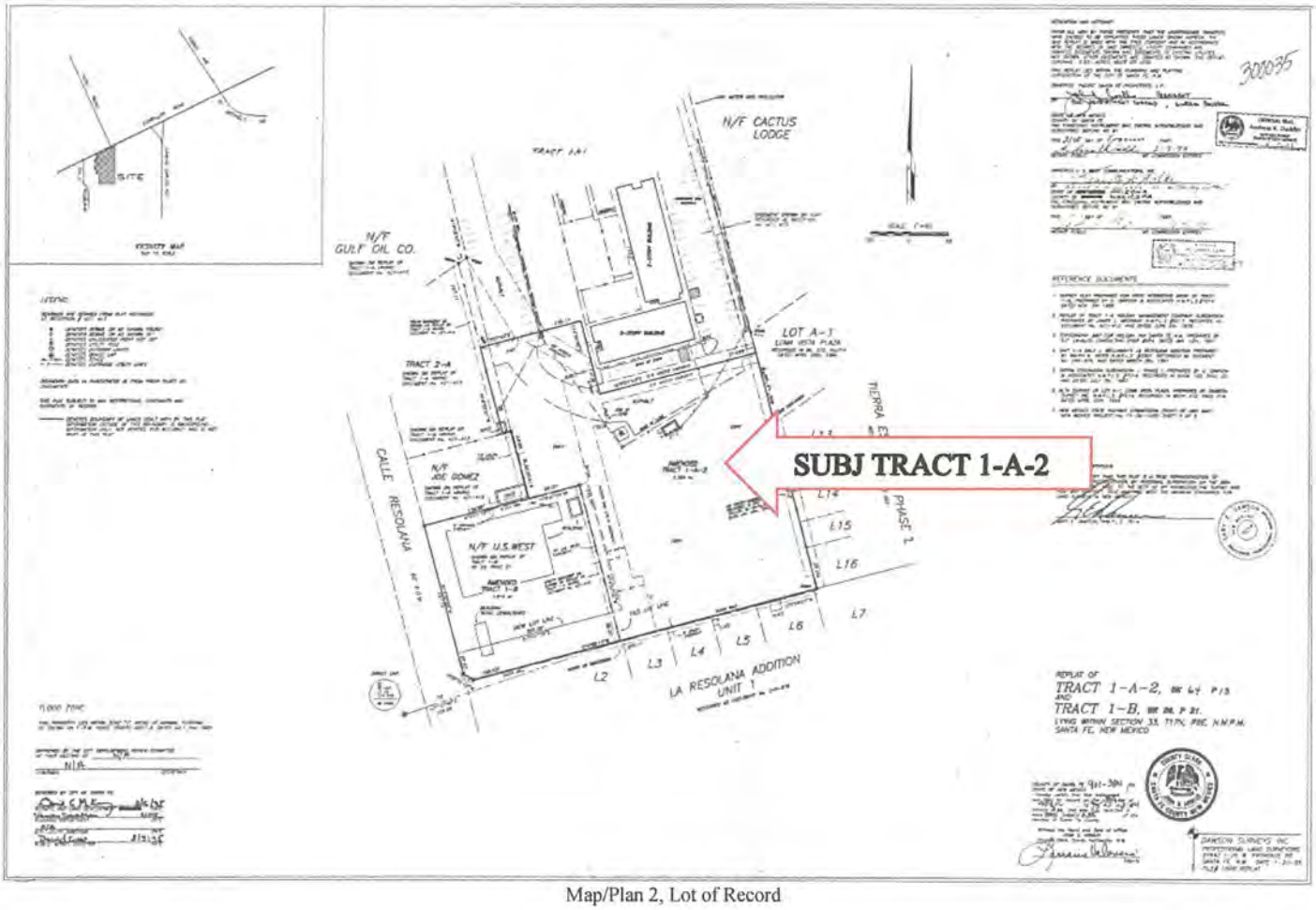
© thomas gifford architect, llc 2019

A01

Map/Plan 1: Project Vicinity Map and Area Context

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LEGAL LOT OF RECORD: The property is part of a legally recognized subdivision named Replat of Tract 1-A-2 and Tract B, approved by the City in March of 1995 and recorded as document number 901-384 on April 18, 1995 as Book 300, Page 035. The subject tract, 1-A-2, contains 2.56 acres according to City data and depicted below for illustration purposes. A more legible version of the subdivision plat is included as an exhibit at the end of this report.



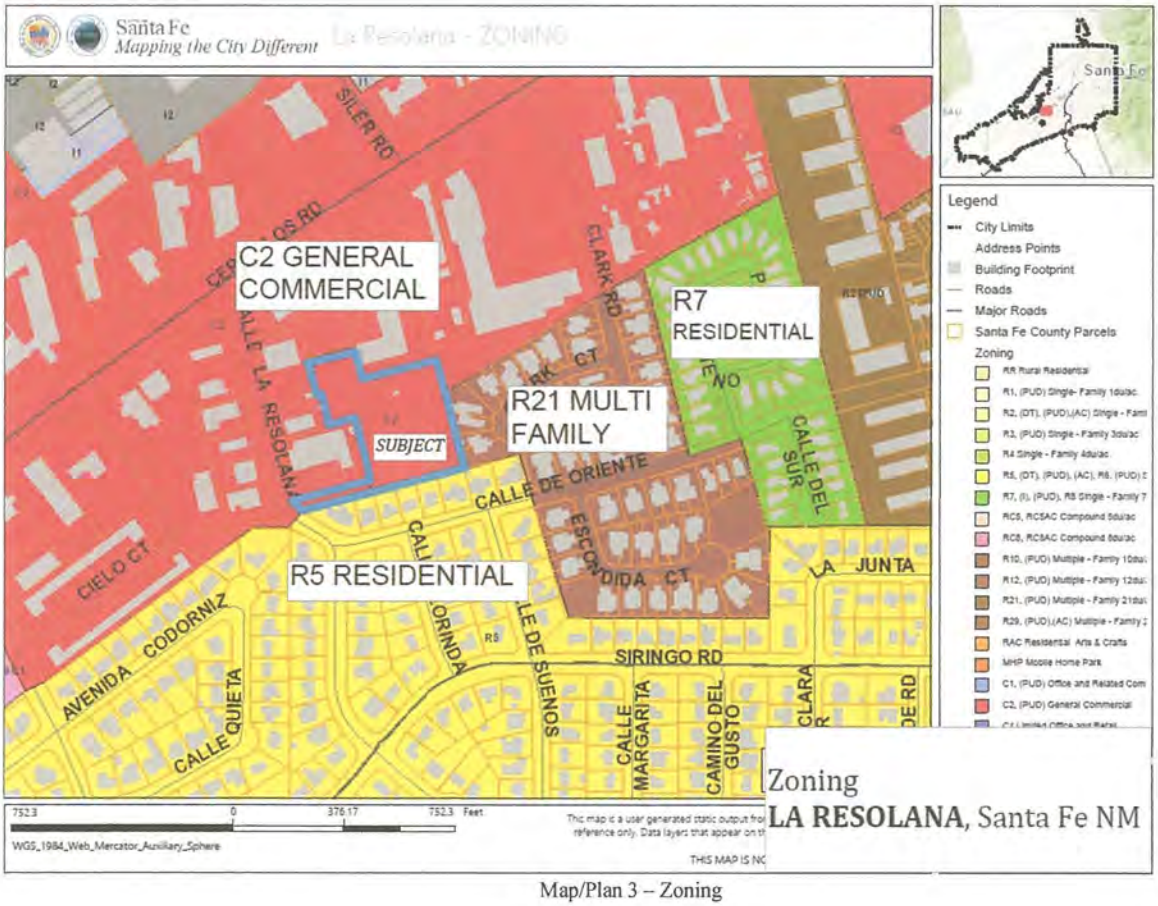
Map/Plan 2, Lot of Record

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FUTURE LAND USE AND ZONING: The City's Future Land Use Plan designates the subject acreage as medium/high residential with a density of 12 – 29 units per acre. Therefore, a general plan amendment is not part of this application. We propose that it is possible this designation was assigned as a consideration for higher densities or a transition use to separate general commercial uses on Cerrillos Road and residential uses to the south of the subject.

The zoning district is C2 General Commercial which allows primarily for high commercial uses including retail, restaurants, gas stations, and other commercial uses similar to those along Cerrillos Road. Even though the C2 is a general commercial zone, multi-family is listed as a permitted use.

The subject property is highlighted in the City Zoning Map below. As depicted, C2 zoning is adjacent to the the west, north and part of the east boundaries. Multi-family zoning adjoins the east boundary with a density of 21 units per acre. Residential zoning is on the south boundary with a density of 5 units to the acre. The density for the subject is 17.6 dwelling units per acre.



Map/Plan 3 – Zoning

II. SITE DESIGN AND ARCHITECTURAL THEME

The site plan carefully considers compliance with design criteria of SFCC for multi-family developments. Six building are strategically placed around a plaza with places for active and passive recreation. A community building space is located in the plaza next to an open space area for use by residents. Two small parks are designated for children with age appropriate play activities including a sand area, games for skills, slides and climbing to encourage interaction, group play and learning.

Access is planned off Calle La Resolana via a private driveway. Parking extends off the driveway near the entrance to each unit. This design provides for safe and easy access to a dwelling from the parking area which is especially important for the safety of children because it eliminates the need to walk across a driveway. Every unit has a sidewalk connected to all common amenities within the site and to existing public sidewalk networks. Additional overflow parking is provided on the access driveway. A central area is provided for mail pick up.

Original site design concepts included a single large three story "U" shaped building placed at the center of the site with peremiter parking. Based on many discussions focused on quality living, and input from neighbors on other projects, the "U" shaped concept was eliminated. The proposed design incorporates a multi-building theme with a townhouse unit typology as opposed to a traditional stack-flat typology with units above or below one another. The townhouse model provides private front door entrances and private back yard spaces for each unit. The use of multiple buildings allowed the height to be dropped to two story and create interesting open space areas which essentially reduce the scale of the project. The site design concept is presented for illustration purposes. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 4, Site Development Plan Illustration

The architectural style incorporates familiar contemporary Pueblo style forms in a crisp geometrical manner. The buildings are stucco in earth tone colors with some metal decorative features. The project height is consistent with code for two story buildings with a maximum of 26'. All outdoor lighting is designed to minimize nuisance glare onto adjacent properties.

The following illustration depicts the architectural theme concept of the buildings within the community. Technical scaled plans are attached separately for staff review of code compliance.



Map/Plan 5, Building Elevations

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III. DEVELOPMENT PLAN APPROVAL CRITERIA

(SFCC Section 14-3.8D)

(1) Necessary Findings

To approve a *development* plan, the planning commission must make the following findings:

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the *application*;

***Response**: The Planning Commission has authority to make final decisions on development plan applications according to SFCC, Section 14-3.8(B)(3)(b)*

(b) that approving the *development* plan will not adversely affect the public interest; and

***Response:** We propose that additional affordable rental housing in the City is in the public's interest. A City initiated study concluded that the number of needed affordable units is in the thousands in order to meet the current demand.*

(c) that the use and any associated *buildings* are compatible with and adaptable to *buildings*, *structures* and uses of the abutting *property* and other *properties* in the vicinity of the *premises* under consideration.

***Response**: The development design carefully considers buildings, structures and uses in the surrounding area. We propose that multi-family use is appropriate for the site as a buffer or transition use between high end commercial to the north and residential to the south. The use is also compatible with the surrounding zoning and densities including C2 zoning to the west, north and part of the east boundary. High density multi-family zoning adjoins the east boundary with a density of 21 units per acre. The density for the subject is 17.6 dwelling units per acre which is less than that of the east development. The building designs meets the City's strictest requirements for architecture and are rooted from a desire to connect with the area. The style seeks to be sensitive and complimentary to its neighbors. Even though the zoning allows for three story buildings, the height is reduced to two story as a more suitable scale considering the allowable heights of residential districts.*

The development is an infill project and ideally located in close proximity to many amenities which positively impact a balanced neighborhood. The site is close to many existing amenities which contribute to a healthy community including access to public streets, shopping and employment centers.

IV. CHAPTER 14 COMPLIANCE

The project complies with the design criteria of Chapter 14, SFCC as outlined in the following table:

	CHAPTER 14/ SFCC CRITERIA	COMPLIANCE METHOD
(a)	Zoning District	C2 General Commercial
(b)	Allowed Use	Multi-Family is a permitted use (Table 14-6.1-1)
(c)	Acreage	2.556 acres, (111,339.36 square feet)
(d)	Density	Chapter 14 does not prescribe density limits for multi-family use in C2 zone. The provided density is 17.6.
(e)	Architectural Design	The architectural design incorporates familiar contemporary pueblo style forms in a crisp geometrical manner. Predominant surface materials are stucco in earth tone colors with integrated metal decorative surface areas. The architectural theme exceeds the point requirements for multi-family projects. (205 points required, 230 points assigned) Analysis attached. ***(Exhibits B1-4)***
(f)	Yard Requirements	Proposed yard and setbacks are depicted on the development plan.
(g)	Open Space	Required: 11,250 sq. ft. (250 square feet x 45units) SFCC 14-7.5(D)(8)€ Provided: 15,900 sq. ft. Open space area will include various play structures for use by the children of residents.
(h)	Walls/Fences	Yard walls will be added up to 8' high along the perimeter property line where non exist.
(i)	Lot Coverage	Maximum Allowed: 60% SFCC Table 14-7.3-1 Provided = 28.2% (Total Roof Area 27,850 sq. ft. / Total Lot Area 111,339.36 sq. ft = 28.2%
(j)	Landscaping	Landscaping is provided using approved vegetation from the City plant list in landscape and open space areas. Sidewalk paths are landscaped and connect pedestrians to parking and the surrounding community. Numerous depressed areas on site will function as water collection basin for drainage management.

(k)	Off-Street Parking	PARKING CALCULATION DWELLING UNITS 45 DU 39-TWO BEDROOM DU (913 SF) X 1.5 SPACES / UNIT = 58.5 3- THREE BEDROOM DU (1162 SF) X 1.5 SPACES / UNIT =4.5 3- THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT =4.5 COMMUNITY ROOMS 570 SF X 1/200 NET LEASABLE = 3 OFFICE 570 SF X 1/350 NET LEASABLE = 1.6 TOTAL REQUIRED 70 PARKING PROVIDED 76 OFF-STREET BICYCLE PARKING 100 OR MORE PARKING SPACES REQUIRED 12 BICYCLE PARKING PROVIDED 12
(l)	Height	Allowed: 45' (Table 14-7.3-1) Provided: 26' Two Story
(m)	Signage	A monument sign for the identification of the project will be placed at the driveway entrance perpendicular to Calle la Resolana. Directional signage will be strategically placed throughout the project to direct traffic to apartment buildings and units.

V. DEVELOPMENT REVIEW TEAM CRITERIA

(a) **Traffic**: A Traffic Impact Study, (TIA) accompanies the development plan application under a separate cover. The TIA considered existing capacities, projected capacities at time of construction anticipated for 2021, and future capacities in the year 2031 to determine whether added traffic from the proposed development would be within prescribed allowable limits. The TIA also discusses solution based analysis to be considered. The details of the study are in the report.

(b) **Santa Fe Homes Program:** The Santa Fe Homes Program ordinance seeks to provide affordable housing for Santa Fe residents. The project is 100% affordable and complies with the ordinance. The Santa Fe Homes Program Rental Proposal is attached. ***(Exhibits C1-3)***

(c) **Fire Protection**: The project design considers appropriate access to the site in the event of an emergency per City Fire Codes. The main entrance to the development is from Calle la Resolana via an access drive meeting the width requirements. An emergency only access with gate is provided on the north end of the site near the accessible units. A 4" fire service is dedicated for automatic fire sprinkler systems.

(d) **Water & Sewer Availability**: A City water line extends from north to south on Calle la Resolana. A City sewer line exists parallel to the water line. The project will be served by these utilities via private connections extending to the east toward the project via the planned driveway system. Utility Service Applications attached. ***(Exhibits D1-7)***

(e) **Grading and Drainage**: A drainage calculations summary has been prepared by the project engineer analyzing predevelopment conditions, proposed conditions and post development drainage flow for adequate management of drainage for the development.

Drainage narrative from grading plan sheet:

DRAINAGE NARRATIVE

THE SITE FOR THIS DEVELOPMENT IS TRACT 1-A-2 (2.592 ACRES) AND IS LOCATED SOUTH AND EAST OF THE INTERSECTION OF CERRILLOS ROAD AND CALLE LA RESOLANA IN SANTA FE, NEW MEXICO.THE SITE IS CURRENTLY UNOCCUPIED AND CONTAINS NO EXISTING STRUCTURES. WITH THIS DEVELOPMENT, SIX NEW MULTIFAMILY STRUCTURES WILL BE CONSTRUCTED.

HISTORICALLY, THIS PARCEL DRAINS FROM THE NORTH TO SOUTH. THE DEVELOPED RUNOFF HONORS THE EXISTING DRAINAGE PATTERNS, WHILE DIRECTING THE RUNOFF TOWARDS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS. THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN.

(f) **Schools Planning**: According to the Santa Fe Public Schools website, the schools serving the area are the Kearny Elementary, Milagro Middle School and Santa Fe High School. A notice of the pending development plan application was delivered to the planning staff of the Santa Fe Public Schools along with an offer to meet at their convenience. ***(Exhibits E1-2)***

(g) **Transit**: At present, the closest City transit route runs east and west along Cerrillos Road. A bus stop exists near the intersection of Siler Road and Cerrillos Road within walking distance from the project.

EARLY NEIGHBORHOOD NOTIFICATION

Discussions with the neighbors began in late June of 2019 via personal meetings when requested, via phone calls and email correspondence. We propose that intense discussions brought about design changes which we believe make the project better for the community as a whole.

The official ENN meeting for the development plan application was held on Tuesday, July 9th at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed development was presented to neighbors. The meeting was well attended and intense discussions brought about additional design improvements.

The following table lists the major concern issues from neighborhood communications:

Neighborhood Input & Design Response

	ENN CONCERN AREAS	DESIGN RESPONSE
1.	**Massing and Scale**:	Pre ENN designs designs included a large single "U" shaped building with parking around the building and adjacent to the peremiter property lines. It was stated that this design concept provided less security for neighbors and encourage gatherings in the parking area disrupting adjacent residential yard space. This scheme was lreconfigured to 6 smaller scaled two story townhouse buildings and a community building reducing the scale and mass of the community and increase open space. This design intends to be more compatible with surrounding neighborhoods.
2.	**Building Stories and Height**:	Three story buildings are permitted by C2 zoning. In the interest of blending with adjacent residential neighborhoods, two story buildings were incorporated into the design at the height allowed by adjacent residential zone districts. Additionally, early designs included balcony spaces of the second floor bedrooms. These were eliminated.
3.	**Privacy Walls**	To create additional privacy to adjacent neighbors, walls up to 8' in height will be constructed at the peremiter boundary between neighboring properties.
4.	**Traffic**:	The following traffic issues were noted at the neighborhood meeting: • Speeding on Calle La Resolana is a problem. • There is considerable cut through traffic on Calle Oriente. • There have been many collisions with adjoining walls. • Parking on the street is difficult As a result of the concerns raised, a Traffic Impact Study, (TIA) was conducted to consider

	Traffic Continued…..	existing capacities, projected capacities at the time of construction anticipated for 2021, and future capacities in the year 2031 to determine how added traffic from the proposed development would affect prescribed allowable traffic levels. The traffic patterns in the area of the project were studied as well. The study also produced solutions based analysis for consideration. Please refer to the TIA for specific details.
8.	**Project lighting.**	A study of the proposed lighting was done assure that lighting levels comply with City code and do not project light or glare to adjacent properties. The parking area and pedestrian paths will be illuminated with low light pole fixtures or ballard lighting so as not to cast glare onto adjacent properties. There will be porch lighting in the back yard spaces similar to typical residential yard spaces in the city.
9.	**Unlawful Tenants on Property**	The Housing Authority controls unlawful tenants through the lease agreement. Unlawful occupancies are rare on existing Housing Authority projects because of strict enforcement of violations. The same procedures will apply in this project.
10.	**Impacts From Existing Land Uses in the Area.**	The neighborhood expressed that over the years, existing land uses on Cerrillos Road have negatively impacted their neighborhoods. A great portion of the neighborhood meeting was dedicated to this discussion. Their issues were not something that the proposed application could control, however, mentioning it herein conveys these concerns to the City.

All documents pertaining to the neighborhood process including City required forms and received neighborhood correspondence are attached. ***(Exhibits G1-56)***

CONCLUSION

Thank you for your consideration of this application for development plan. Please contact Montoya Land Use Consulting, Inc. with questions.

Exhibits A1-2

City Application Form for Development Plan

(date stamp)

DEVELOPMENT PLAN APPLICATION

Parcel Information

Project Name: LA RESOLANA

Address: 1115 Calle la Resolana

Property Size: 2.56 Acres

Current Use of Land: Vacant

Proposed Use of Land: Multi-Family Residential

Does a Rezoning application accompany this application? YES ☐ NO ☒

Are any variances required? YES ☐ NO ☒

Preapplication Conference Date: May 30, 2019

Early Neighborhood Notice (ENN) meeting date: July 9, 2019

Zoning: C-2 General Commercial

Property Owner Information

Name: Santa Fe Civic Housing Authority - Ed Romero, Director
First *Last*

Address: 644 Alta Vista Street
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Applicant/Agent Information (if different from owner)

Company Name: Montoya Land Use Consulting, Inc.

Name: Monica Montoya
First *Last*

Address: 726 Gregory Lane
Street Address *Suite/Unit #*

Santa Fe NM 87505
City *State* *ZIP Code*

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: 1115 Calle La Resolana

I/We authorize Montoya Land Use Consulting, Inc. to act as my/our agent to execute this application.

Signed: Ed Romero Date: 10/15/19

Signed: _____ Date: _____

Submittal Checklist (Requirements found in Section 14-3.8 SFCC 1987)

☒ *Six (6) 24"x36" plan sets and one (1) CD are required. Please include the following:*

☒	Letter of Application (intent, location, acreage)	☒	Statement addressing approval criteria	☒	Legal Lot of Record, Legal Description	☒	Development Plan (as defined by Section 14-3.8 SFCC 1987)	☒	Landscape, Parking and Lighting Plan, Signage Specifications
☒	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987)	☒	Traffic Impact Analysis (if required)	☐	Proof of Compliance with Conditions of Annexation Approval (if applicable)	☒	Sewer and Water Plan (including profiles and details)	☐	Phasing Plan (if applicable)
☐	Archaeological Clearance (if applicable)								

Development Plan Submittal Requirements, as defined by Section 14-3.8(C) SFCC 1987:

Applicants for developments that require development plans under this section shall submit plans and other documentation as required by the land use director that show compliance with the applicable provisions of the Santa Fe City Code as provided in Section 14-3.1(C) (Form of Application), including plans that show:

(a) existing conditions on the site and within two hundred (200) feet of the site;
(b) proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
(c) the types, extent and intensity of land uses that are proposed;
(d) proposed modifications to the infrastructure serving the site, including public and private streets, driveways and traffic control measures and utilities;
(e) documentation of compliance with development standards such as required yards, lot coverage, height of structures and open space;
(f) the phases of development, if applicable;
(g) for residential development, a proposal for provision of affordable housing as required by Section 14-8.11 (Santa Fe Homes Program);
(h) a development water budget as required by Section 14-8.13;
(i) for a development plan or final development plan, sufficient detail to clearly show how each applicable development standard is to be met and identify any variance or waiver required;
(j) for a preliminary development plan, sufficient detail to demonstrate the feasibility of meeting all applicable development standards, including an analysis of the type and extent of variances or waivers required, specific requests for which may be included.

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and development plan requirements.

Signature: Monica Montoya Date: 10/16/19

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, you will be contacted by us regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Thank you, and feel free to contact the Land Use Department staff at (505) 955-6585 with any questions.

Revised 12-11-12

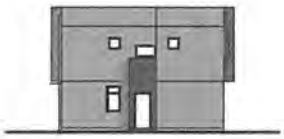
Exhibits B1-5

Architectural Design Points Analysis

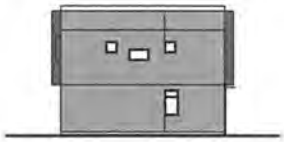
ARCHITECTURAL DESIGN REVIEW (SFCC 14-8.7-2)

LA RESOLANA
October, 2019

C2 Zone/New Construction: 205 Points Required. 230 points assigned.



3 (BUILDING A) WEST ELEVATION



4 (BUILDING A) EAST ELEVATION



2 (BUILDING A) NORTH ELEVATION



1 (BUILDING A) SOUTH ELEVATION

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building. 65% stucco and 35% metal.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	The predominant material is an earthtone color.
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	Wall surface areas are monolithic, consistent with window and door openings less than 25% of each individual wall surface area.
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	The project design includes parapets on all buildings which screen the roofs.
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
Predominant Material	(A) All surfaces are concealed from public view	20	20	All roof surfaces are concealed from public view by parapets.
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	All roof surfaces are concealed behind parapets
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	Six two story buildings and one community building within the project are strategically placed so as to create the visual effect of offsetting wall planes, shade, and depth. The break up of buildings was desirable over a single large building on the site.
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Windows are recessed 2 or more inches
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	Fenestration does not exceed 50% on any wall surface area
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	All doors and windows are at least two feet from outside building corners.
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing will be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations				
Architectural Design Standards		**SFCC Point Allowances**	**Points Assigned**	**Discussion**
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	Roof mounted equipment will be painted to match adjacent surface.
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		

TOTAL POINTS FOR PROPOSED DESIGN **230**

Exhibits C1-3

Santa Fe Homes Program Rental Proposal

SANTA FE HOMES PROGRAM

RENTAL PROPOSAL

"LA RESOLANA"
1115 CALLE LA RESOLANA, Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this _ day of _____, 2019 by *Santa Fe Civic Housing Authority* ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of *1115 Calle Resolana*, hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property as 100% affordable rental homes, subsidized by the Low Income Housing Tax Credits (LIHTC) program and subject to a land use restriction agreement (LURA) to ensure compliance with the program.

C. Per SFCC 26-1.31, the project meets the criteria of "simplified compliance" because "such units shall be deemed to comply with all tenant certification and rental requirements of the SFHP program," and as such, the Project is not subject to additional requirements of the Santa Fe Homes Program.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks **Preliminary/Final Development Plan** approval.

2. The Property is to be developed as of **45** rental units.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

Ed Romero

Santa Fe Civic Housing Authority

Name: Ed Romero
Title: Executive Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Ed Romero.

Anna M. Chavez
NOTARY PUBLIC

My Commission Expires:

May 30, 2020

REVIEWED BY:

OFFICE OF AFFORDABLE HOUSING

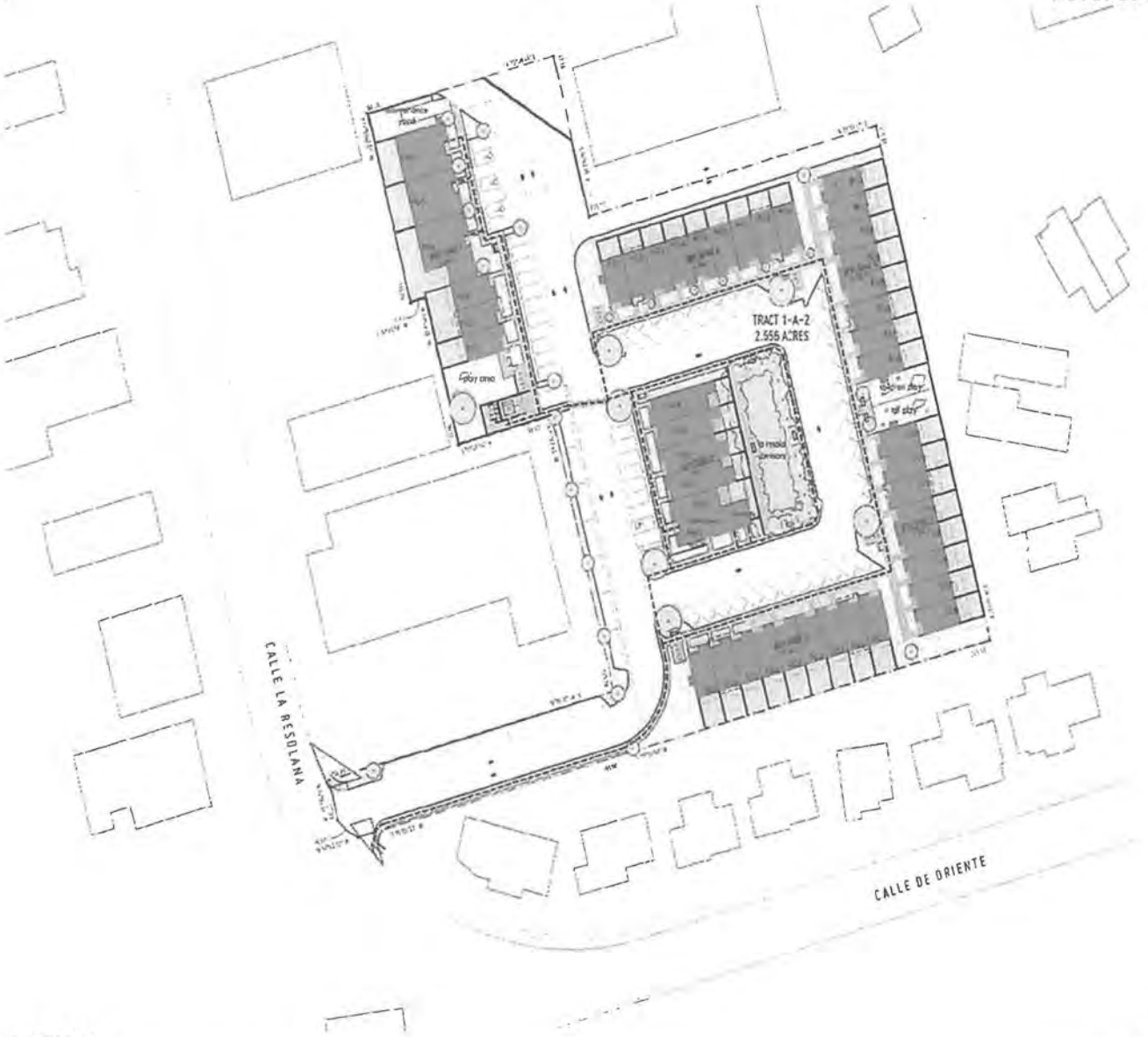
7.17.19
DATE

Attach: Exhibit 1 – Subdivision/Unit layout (proposed)

LA RESOLANA

5 JULY 2019

PROJECT INFORMATION



1 | SITE PLAN

SITE PLAN

SCHEMATIC DESIGN

LA RESOLANA

A001

EXHIBIT 1

740 3

Exhibits D1-7

Water Offset and Utility Service Applications

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:
- X Water Service Technical Evaluation Request
- ___ Agreement for Metered Service (AMS)
- ___ Agreement to Construct and Dedicate Public Improvements (ACD)
- ___ Annexation Application Water Budget
- ___ Water Offset Program/Water Rights Compliance Evaluation Request
- ___ Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year_____ Book_____ Page_____ Township, Range, Section: _____

Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits____

Property Uniform Property Code: 1051097302029000000 Existing Well: Yes _____ No X

Legal Description including lot size: TR 1-A-2 PLAT 300/34 T17N R 9E S33 2.403 AC

Short Description of Project: La Resolana Development Plan
45 Multi-family residential dwelling units

Construction Start Date: June 2020

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments): Apartments - Residential
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2"): NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
_____	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Guest house (detached)	.09 afy per d.u.	_____
45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	**Total**	**Total Residential Water Demand**	7.20 **AFY**

REVISED 9-10-09

D1

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
____ Large Retail Store	_____	(0.45 afy per 10,000 s.f.)	_____
____ Grocery Store	_____	(1.27afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	*Only If Applicable AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: sEPTEMBER 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Watwer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

- **City Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

To obtain sewer service applications for properties outside the Presumptive City limits, please contact the City of Santa Fe Wastewater Division at 955-4650

City of Santa Fe, New Mexico SEPTEMBER 9, 2019

UTILITY SERVICE APPLICATION
PROPERTIES WITHIN THE PRESUMPTIVE CITY LIMITS

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:

____ Water Service Technical Evaluation Request
____ Agreement for Metered Service (AMS)
____ Agreement to Construct and Dedicate Public Improvements (ACD)
____ Annexation Application Water Budget
____ Water Offset Program/Water Rights Compliance Evaluation Request
X Sewer Service Technical Evaluation Request

WORK ORDER # _____

Applicant Name: Montoya Land Use Consulting

Project Address: 1115 Calle La Resolana

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

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Location: (check one only) Inside Corporate City Limits X Outside Corporate City Limits____

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3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2") NEED

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
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_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
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45	Apartment/Condominium	.16 afy per d.u.	7.20
_____	Senior Complex	.12 afy per d.u.	_____
45	**Total**	**Total Residential Water Demand**	7.20 **AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) N/A

Total gross floor area of building: _____ square feet

Total area of lot, tract or parcel: _____ acres

Automatic Fire Sprinkler System: _____ Yes _____ No

Building Construction Type: _____

Building Square Footage: _____

Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
____ Office (non-medical)	_____	(0.70 afy per 10,000 s.f.)	_____
____ Office (medical/analytical lab)	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office (City/State)	_____	(0.58 afy per 10,000 s.f.)	_____
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____ Restaurant (full service)	_____	(.02 afy per Seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56afy per Site)	_____
____ Gasoline Station w/o Car Wash	_____	(0.88 afy per Site)	_____
____ Car Wash (full service/conveyor)	_____	(5.66 afy per Site)	_____
____ Car Wash (self-service/manual)	_____	(0.94 afy per Wash Bay)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
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____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Lodging (Hotel/full service) No. of rooms _____		(.13 afy per room)	_____
____ Lodging (Motel/limited service) No. of rooms _____		(.09 afy per room)	_____
____ School, Elementary		(0.8 afy per 100 students)	_____
____ School, Middle or Junior High		(3.2 afy per 100 students)	_____
____ School, Senior High		(2.7 afy per 100 students)	_____
____ **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area N/A

Total Commercial Water Demand	N/A	**AFY**
Total Residential Water Demand	7.20	**AFY**
TOTAL PROJECT WATER DEMAND	7.20	**AFY**

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Santa Fe Civic Housing Authority Mailing Address: 644 Alta Vista Street Santa Fe, NM 87505 Phone Number: (505)412-1016 Mobile Number:	***Only If Applicable** AGENT: Monica Montoya Title: Planning Consultant Mailing Address: 726 Gregory Lane Phone Number: (505)412-1016 Mobile Number: (505)412-1016

Information Provided By: Check one: Owner _____ Agent X

Signature: Monica Montoya Date: August 2019

Technical Evaluation to be Sent to: Check one: Owner _____ Agent X

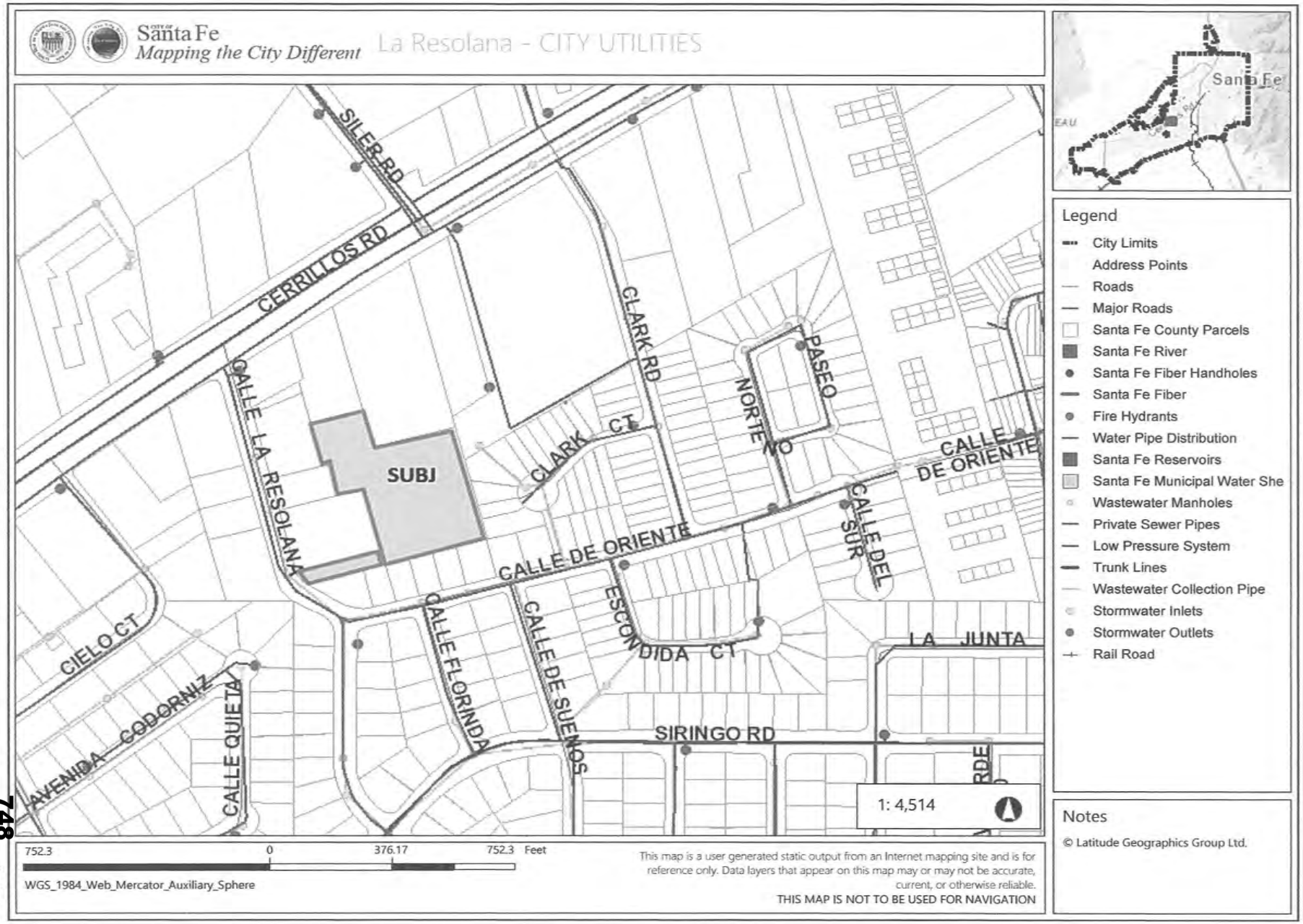
COMMENTS: The proposed development is located at 1515 Calle La Resolana.

The project includes 45 multi-family apartment units. Sewer lines are in close proximity. See attached GIS.

APPLICANTS, PLEASE NOTE:

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City of Santa Fe
Mapping the City Different
La Resolana - CITY UTILITIES
SILER RD
CERRILLOS RD
CLARK RD
CLARK CT
PASEO NORTE NO
CALLE DE ORIENTE
CALLE DEL SUR
SUBJ
CALLE LA RESOLANA
CALLE DE ORIENTE
CIELO CT
CALLE FLORINDA
CALLE DE SUENOS
ESCONDIDA CT
LA JUNTA
SIRINGO RD
AVENIDA CODORNIZ
CALLE QUIETA
Santa Fe
1: 4,514
Legend
City Limits
Address Points
Roads
Major Roads
Santa Fe County Parcels
Santa Fe River
Santa Fe Fiber Handholes
Santa Fe Fiber
Fire Hydrants
Water Pipe Distribution
Santa Fe Reservoirs
Santa Fe Municipal Water She
Wastewater Manholes
Private Sewer Pipes
Low Pressure System
Trunk Lines
Wastewater Collection Pipe
Stormwater Inlets
Stormwater Outlets
Rail Road
Notes
© Latitude Geographics Group Ltd.
752.3 0 376.17 752.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

748

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Exhibits F1-2

Schools Planning

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: LA RESOLANA
2. Location of Property: 1115 CALLE LA RESOLANA
3. Owner/Agent Name: SANTA FE CIVIC HOUSING AUTHORITY

   Mailing Address: 614 ALTA VISTA STREET, SANTA FE NM 87505

   Phone & Fax: (505)412-1016 Monica@mntya.com
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	**Unit Quantity**	**Average Price**
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	45	

5. Elementary School Zone for Proposed Development: KEARNY ELEMENTARY
6. Middle School Zone for Proposed Development: MILAGRO MIDDLE SCHOOL
7. High School Zone for Proposed Development: SANTA FE HIGH SCHOOL
8. Build out Rates (Year/s; #/yr): 2020

   Estimated time frame subject to change

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

MONTOYA LAND USE CONSULTING, INC.

July 2, 2019

Ms. Shirley McDougall
Santa Fe Public Schools
Property & Asset Management
2195 Zia Road
Santa Fe NM 87505

SUBJECT: Planning for School Facilities and Operations to Support Proposed Apartment Community

Dear Ms. McDougall,

The purpose of this letter is to respectfully request a formal response regarding the planning for school facilities and operations to support a proposed apartment community with 45 dwelling units. This request is required by the City of Santa Fe as part of the development plan application process.

The apartment community is proposed by the Santa Fe Civic Housing Authority. The project is within the Santa Fe city limits located at 1115 Calle La Resolana on 2.56 acres of vacant land. (A vicinity map and conceptual site plan are attached for your convenience.)

According to the School district map, the responding schools for, elementary, mid-high and high school are Kearny, Milagro Midde School and Santa Fe High School. Is it possible for you to confirm this formally?

I very much appreciate your assistance. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attach: Project Vicinity Map
Conceptual Site Plan
Santa Fe Public Schools Form

726 Gregory Lane, Santa Fe, NM 87505 PH: (505)412-1016 Email: Monica@mntya.com

Exhibits G

Early Neighborhood Notification Reference Documents

EARLY NEIGHBORHOOD NOTIFICATION MEETING

Request for Staff Attendance

Project Information			
Project Name:	SANTA FE CIVIC HOUSING AUTHORITY		
Address:	1115 CALLE LA RESOLANA	Parcel Size:	2.5
Zoning:	C2	Future Land Use:	12-29 DU/AC
Preapplication Conference Date:	MAY 30, 2019		
Detailed Project Description:	DEVELOPMENT PLAN FOR 45 RESIDENTIAL UNITS		

Property Owner Information			
Name:	Santa Fe Civic Housing Autthority		
Address:	644 Alta Vista Street		
Phone:	(505)412-1016	E-mail Address:	monica@mntya.com

Applicant/Agent Information (if different from owner):			
Name:	Montoya Land Use Consulting, Inc.		
Address:	726 Gregory Lane		
Phone:	(505)412-1016	E-mail Address:	monica@mntya.com

Agent Authorization (if applicable):

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize Monica Montoya, Montoya Land Use, Inc. act as my/our agent to execute this application.

Signed: Monica Montoya Date: 6/5/19

Signed: Ed Romero Date: 6/21/19

Proposed ENN Meeting Dates:

Provide 2 options:	*Preferred Option*	*Alternative*
DATE:	July 27	July 25
TIME:	5:30PM	5:30PM
LOCATION:	GCCC 3221 Rodeo Road Santa Fe, NM	GCCC 3221 Rodeo Road Santa Fe, NM

ENN GUIDELINES

Applicant Information

Project Name: **1115 CALLE LA RESOLANA**

Name: Montoya (Last) Monica (First) (M.I.)

Address: 726 Gregory Lane (Street Address) (Suite/Unit #)

Santa Fe (City) NM (State) 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

The proposed apartment community includes 45 residential units on 2.556 acres which is zoned C2, General Commercial. Even though the property is zoned for general commercial use similar to uses on Cerrillos Road, residential use is also permitted. The character of residential use may be less dense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

The project design will comply with City standards for architecture and site design including scale, landscaping, parking and open space. Six residential buildings will be layed out at the peremiter property boundaries with interior driveways. The project is limited to 2 story buildings which is well below the height allowed by the C2 district. Landscaping will include trees and plantings appropriate for Santa Fe's climate.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within any designated historic or archeological district according to City data.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses and densities in the immediate area.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute to the large demand for apartment units in the City. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Residents will have opportunities for employment and shopping in close proximity and will patronize local businesses and services including restaurants, personal services, medical, and convenience stores.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The residential community will supplement the availability of needed affordable rental housing for Santa Fe residents with varying unit sizes and amenities to accommodate family sizes and demographic.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. The Santa Fe Public Schools district serving the area for elementary, middle and high schools are Kearny Elementary, Milagro Middle School and Santa Fe High. City water is available and will be extended from an existing infrastructure in the area. The Public Service Company of New Mexico will provide power, The New Mexico Gas Company will provide gas, and local cable and internet companies are available to the site.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design complies with City water conservation ordinances and will use appropriate fixtures in the buildings and passive water harvesting methods to supplement the water supply for landscaping and open space. The project is subject to ordinances pertaining to water conservation and infrastructure design.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to commercial and employment centers to the north.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a high density residential use within close proximity to supportive land uses and amenities.

MONICA MONTOYA, LAND USE CONSULTING, INC.

June 24, 2019

Dear Property Owners and Residents,

The City of Santa Fe Land Development code prescribes for early notification of development applications pursuant to SFCC 14-3.1 (F).

You are invited to attend an Early Neighborhood Notification meeting on Tuesday, July 9, 2019, at 5:30 PM at the Genoveva Chavez Community Center located at 3221 Rodeo Road, Santa Fe NM, to discuss a proposed development plan application for an apartment community with forty five units on 2.55 acres of vacant property located at 1115 Calle la Resolana.

You are receiving this letter if you are a property owner, resident, or neighborhood association within 300 feet of the subject property for the development plan application.

Please contact me with any questions or comments either by e-mail or phone as listed below. Thank you for your time.

Sincerely,

Monica Montoya

Montoya Land Use Consulting, Inc.
Email: Monica@Mntya.com
Phone: (505)412-1016

Montoya
Land Use Consulting, Inc.

Submitted March 18, 2020

Planning Commission & City Council
C/O Dan Esquibel, Senior Planner
City Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87505

RE: **REQUEST AMENDMENT OF ORDINANCE 1998-23, CONDITION #5, RELATED TO EMERGENCY ONLY ACCESS RESTRICTION OFF CALLE LA RESOLANA FOR THE PROPERTY LOCATED AT 1115 CALLE LA RESOLANA (FORMALLY KNOWN AS 2900 CERRILLOS ROAD)**

Dear Mr. Esquibel,

Please accept this letter as a revision to the development plan application for La Resolana, a proposed multi-family apartment community with forty five units and a community space on 2.56 acres of vacant land located at 1115 Calle La Resolana, Santa Fe NM.

This revised application seeks an amendment to Ordinance 1998-23, Condition No. 5, to lift an "emergency only access" restriction to Calle La Resolana which was imposed on the subject property as part of a previous development approval in 1998. This request is made in order to allow for full access to Calle La Resolana for the proposed apartment community.

BACKGROUND AND SUMMARY:

The City Council approved a rezoning to C2, General Commercial and a development plan for a new commercial storage unit facility on the subject property over twenty year ago on June 24th, 1998. The ordinance adopted as part of that application, (Ordinance 1998-23), created a condition which restricted use of Calle La Resolana to emergency only access for the storage unit facility. Subsequently, the storage unit facility was never built and the development plan expired, but, the C2 zoning remained with the property and because the access restriction was tied to the zoning, it became a condition affecting future development.

Twenty years later, in 2019, the Santa Fe Civic Housing Authority, (SFCHA), acquired the property for a proposed housing community. A development plan application was submitted for Planning Commission review and through the application process, the access restriction was revealed and staff determined that the City Council would need to to amend the ordinance.

As a result, the development plan application has been revised to include this request to amend Ordinance 1998-23, Condition #5 to allow full access of Calle La Resolana for the proposed housing community.

Current Access Alternatives:
As part of the current development plan application, potential alternatives for acceptable full access other than Calle La Resolana was considered by SFCHA with no success primarily because adjacent properties are fully developed, do not meet SFCC standards for full access without variances, adjacent owners are uninterested in dedicating their land for the project, or are not suitable for a housing community. This exercise did present an emergency access to the north via the Days Inn Hotel property, with a emergency gate. As such, the project design accomodates emergency access to the north. With that, the access design includes full access to Calle La Resolana, and emergency access via an easement through the Days Inn Hotel property to the north.

The subject property is essentially land locked with the exception of the proposed full access off Calle La Resolana. It appears that Calle La Resolana was intended to serve as full access to the parcel via a City approved plat which depicts the driveway as part of the subject property acreage, not an easement. The subject property is a flag lot with the access driveway connecting the parcel to Calle La Resolana.

SFCC Criteria:

Section 14-3.5 sets forth criteria for rezoning. While this application does not pursue a rezoning, it proposes an amendment to a condition of a previous rezoning approval. Nevertheless, we propose that the amendment meets rezoning criteria:

REZONING CRITERIA (Section 14-3.5)

(C)(1)(a) one or more of the following conditions exist:

(i) there was a mistake in the original zoning;

(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or

(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

Applicant Response: We propose that Condition #5 of the Ordinance was intended for a commercial development application twenty years ago. It is possible that circumstances surrounding that specific development application do not exist today, or apply to a residential use application such as the one proposed. The current application complies with SFCC development design requirements for a residential development.

(b) all the rezoning requirements of Chapter 14 have been met;

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, the access design is subject to Chapter 14. Additionally, the application satisfies Chapter 14 requirements for residential development including all design criteria for use, parking, lot coverage ratio, height, landscaping, setbacks, density, terrain management, and access.

(c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;

Applicant Response: We propose that applicable policies regarding appropriate access to development of the General Plan are met as proposed.

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and

Applicant Response: We propose that full access to Calle La Resolana is sufficient and appropriate for residential use. The development is an infill project on land which is zoned for high density commercial uses like those along Cerrillos Road. The proposed residential community is a less intense use from those which are allowed in the C2 zone and is proposed as a buffer between north and south uses. It is proposed that the residential community will be appropriate for existing land uses in the immediate area with access off Calle La Resolana..

(e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, traffic, pedestrian, and bicycle circulation were carefully considered as part of the overall site design in order to promote an easy flow and useful movement both within the site and to adjacent public streets and planned systems. City transportation is in close proximity within walking distance. Sidewalks will link with existing networks in the area to provide appropriate connectivity for pedestrian traffic. The project has access to existing

public facilities including city water and sewer, electricity, cable, internet, parks, pedestrian parks, and schools.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Applicant Response: As related to an amendment of Condition #5 to allow full access to Calle La Resolana, we propose that the character of a residential community would be less intense and more appropriate as a buffer between existing high density commercial uses to the north and west, and residential uses to the south and east.

(D) Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

(2) If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Applicant Response: The applicant will contribute fees to supplement City funding efforts to improve existing infrastructure such as streets, parks, police and fire services.

Early Neighborhood Notification:

An ENN meeting for the Ordinance Amendment request was held on Monday, March 9th, at 5:30, at the Genoveva Chavez Community Center located at 3221 Rodeo Road at which time the proposed amendment was presented to neighbors. This meeting was the second meeting related to the La Resolana proposal. The meeting was well attended. The major issue of concern related to traffic on Calle La Resolana resulting from speeding cars and cut through traffic.

PROPOSED ACTION:

We ask the City Council to amend Ordinance 1998-23, Condition #5, to allow full access to Calle La Resolana and consider the following:

1. The proposed full access meets design standards of SFCC.
2. The proposed full access satisfies traffic design standards.
3. The proposed full access is the only acceptable alternative based on the properties location and access options.

Additionally, we propose that traffic generated by the residential community will have less of an impact on the existing street network than that generated by a high density commercial use which is allowed by the C2 zone.

We appreciate your consideration of the proposed ordinance amendment. Pertinent information is attached. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attachments: City Application,
Ordinance 1998-23,
City Council Minutes, June 24, 1998
Early Neighborhood Notification Documents



SITE KEY:

- NEW BUILDING
- EXISTING BUILDINGS
- NEW CONCRETE SIDEWALKS ADA PARKING AND/OR PATIOS, 5% MAX. DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE
- NEW ASPHALT AND BASE COURSE, SEE CIVIL
- NEW MASONRY YARDWALL, INTREGRAL COLOR BLOCK, SEE CIVIL
- NEW PHYSICALLY ACCESSIBLE DWELLING UNIT
- NEW HEARING/VISION ACCESSIBLE DWELLING UNIT
- ADA ACCESSIBLE ROUTE

SITE KEY NOTES:

1. PROPERTY LINE
2. EXISTING FENCE OR YARDWALL
3. EXISTING UTILITY EASEMENT
4. EXISTING ACCESS AND UTILITY EASEMENT
5. EXISTING ASPHALT DRIVE AND PARKING
6. TOWNHOUSE BUILDING, 2 STORY
7. PARKING AREA, ASPHALT, SEE CIVIL
8. CONCRETE SIDEWALK, 4" T. SLOPE 5% MAX DIRECTION OF TRAVEL AND 2% CROSS SLOPE
9. ADA SIDEWALK RAMP, CONCRETE, SEE DETAILS
10. VEHICLE ACCESS DRIVEWAY, ASPHALT, WITH VARIES SEE DIMENSIONS
11. FENCE, 3'0 H. METAL, SEE DETAIL 1/DP0005
12. USPS MAIL AND PARCEL BOX, SEE 9/A_0091 W/ 8" CMU COLOR HONED ENCLOSURE, SEE DETAILS
13. MONUMENT SIGN, " LA RESOLANA" AND "1115" AND HUD , SEE DETAIL 11/DP004
14. VEHICLE GATE, 6'0 H. METAL, ROLLING OR SWINGING ELECTRIC OPERATOR W/ FIRE DEPARTMENT HORN STROBE SENSOR
15. YARDWALL, 8'0 H. RETAINING, MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
16. YARDWALL, 6'0 H, MASONRY, STUCCO OR HONED FACE BLOCK, SEE DETAILS
17. ADD 2'0 TO EXISTING YARD WALL, 8'0 COMPLETED HEIGHT
18. TRASH AND RECYCLING ENCLOSEURE, 6'0 H. MASONRY, STUCCO
19. BIKE RACK, SEE DETAIL 2 AND 3/DP005
20. CONCRETE WHEEL STOP, SPIKE TO PAVING
21. REPAIR EXISTING ASPHALT PAVING IF DAMAGED DURING INSTALLATION OF NEW DRIVEWAY
22. OPEN SPACE, SEE SHT DP02 FOR ALL REQUIREMENTS
23. PONDING AREA, SEE CIVIL FOR ALL REQUIREMENTS
24. ADA PARKING SIGNAGE, SEE DETAIL
25. BENCH, ADA ACCESSIBLE
26. 15'0 SETBACK
27. FIRE RISER ROOM W/ FIRE DEPARTMENT CONNECTION
28. STOP SIGN
29. SIDEWALK CULVERT, CONCRETE, WITH METAL TURN-PLATE COVER
30. YARDWALL, 3'0 H, MASONRY, HONED FACE BLOCK, SEE DETAILS

SITE ACCESSIBILITY NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANSI A117.1-2003 REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1/20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1/48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WITH ANSI A117.1-2009 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY THAT STANDARD.

ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1/12 OR 8% SLOPE.

PARKING SPACES AND ACCESS AISLES ADJACENT TO PARKING SPACES SHALL BE LEVEL WITH A CROSS SLOPE NOT IN EXCESS OF 1/48 OR 2% SLOPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ESTABLISHED GRADE POINTS AND FOR DESIGNING AND CONSTRUCTING PAVEMENT SECTIONS TO MEET SLOPE REQUIREMENTS AS ESTABLISHED ABOVE.

DETAILS OF RAMPS AND RUNS ARE APPROXIMATE AND ARE BASED ON OBSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COMPARING ACTUAL GRADES TO THE PROPOSED SCHEMATIC DESIGN. CONTRACTOR'S TEAM SHALL INFORM THE ARCHITECT OF DEVIATIONS AND SHALL COORDINATE REVISED RAMP AND ACCESS LAYOUTS AND ELEVATIONS WITH THE ARCHITECT.

SITE GENERAL NOTES

A. REFER TO ALL SHEET FOR ALL REQUIREMENTS
B. SEE REFERENCE SHEETS (G.0001-G.0007) FOR ALL REQUIREMENTS AND ADDITIONAL INFORMATION
C. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
D. BUILDINGS TO MEET ALL LEED PLATINUM AND ENERGY STAR REQUIREMENTS
E. REFER TO INDIVIDUAL UNIT PLANS FOR ALL REQUIREMENTS. UNITS MAY BE FLIPPED OR MIRRORED.
F. ALL DIMENSIONS ARE TO THE CENTERLINE BETWEEN UNITS OR TO THE OUTSIDE FACE OF FRAMING OR CONCRETE
G. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS ARE DESCRIBED ON THE SUBDIVISION PLAT AS ARE NOT AREAS, ALL AS INCLUDED HEREIN.
H. ALL BUILDINGS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN WITH ACTUAL SIZE AND SHAPE OF EACH STRUCTURE CONTAINED WITHIN THE HEREIN DEFINED BUILDING ENVELOPES, INCLUDING WALLS AND FENCES, SUBJECT TO APPLICABLE BUILDING PERMIT REQUIREMENTS.
I. BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
J. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
K. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1
L. AN APPROVED WATER SUPPLY FOR THE FIRE PROTECTION , EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS IFC 1412.1
M. ALL SITE LANDSCAPE AREAS TO BE COVERED W/ WEED BARRIER + GRAVEL OR MULCH, SEE LANDSCAPE PLANS
N. REVIEW SOIL REPORT PRIOR TO ANY SITE WORK, "SAN ISIDRO APARMENTS" AMEC PROJECT # 8-517-00019, DATE APRIL 4, 2008
O. GROUND SURFACE SHALL BE SLOPE AWAY FROM BUILDING 4% MIN.
P. ALL SITE BENCHES TO MEET ANSI A117.1, SECTION 903

PROJECT ADDRESSING

	1115 CALLE LA RESOLANA , SANTA FE , NEW MEXICO 87505					
45 UNITS	BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F
	A01	B01	C01	D01	E01	F01
	A02	B02	C02	D02	E02	F02
	A03	B03	C03	D03	E03	F03
	A04	B04	C04	D04	E04	F04
	A05	B05	C05	D05	E05	F05
	A06	B06	C06	D06		F06
	A07	B07	C07	D07		
	A08	B08	C08	D08		
	A09			D09		

1 | SITE PLAN
A001 | ----

SCALE : 1" = 30'0

N

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION:

SHEET TITLE:
SITE PLAN

LA RESOLANA
1115 CALLE LA RESOLANA , SANTA FE , NEW MEXICO 87505

SANTA FE CIVIC HOUSING AUTHORITY

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.690.5898 email TOM@THOMASGIFFORD.COM

© thomas gifford architect, llc 2019

A001

FILENAME: D:\0projects\1817_la resolana\3_CAD\04_architecture\001_sheets\1817_A001.dwg

TRAFFIC ANALYSIS
EXECUTIVE SUMMARY

TRAFFIC IMPACT ANALYSIS
FOR
DEVELOPMENT PLAN SUBMITTAL
1115 CALLE LA RESOLANA
SANTA FE, NEW MEXICO

EXECUTIVE SUMMARY

The Santa Fe Civic Housing Authority (SFCHA) is proposing to develop 45 townhouse apartments and a community building at 1115 Calle La Resolana. The proposed development is located on a vacant lot east of Calle La Resolana behind the Days Inn on Cerrillos Road. Access to the development will be provided by a new driveway on Calle La Resolana. Emergency access is provided by an easement through the Days Inn. The density is 17.61 units per acre.

The 2.556 ± acre property has a General Plan Land Use Designation of Community Commercial and is zoned C-2, which allows multi-family residential as a permitted use.

A scoping meeting was conducted on July 12, 2019 with the City of Santa Fe Traffic Engineering Staff to discuss the scope of the project and to determine the intersections to be analyzed.

An Early Neighborhood Meeting (ENN) was held on July 9, 2019 to obtain public input. The following notable traffic items were discussed with neighbors:

- Speeding on Calle La Resolana and Calle Oriente is a problem.
- There is considerable cut through traffic on Calle Oriente.
- There have been many collisions with adjoining walls.
- Parking on the street is difficult.

Calle La Resolana consists of a two-way two-lane roadway in the vicinity of the project. The pavement width is 36 feet. The ROW width in the vicinity of the project is 50 feet. Calle La Resolana has curb and gutter and sidewalk on both sides of the street. The speed limit in the vicinity of the site is 25 MPH.

Site-specific peak hour traffic counts were conducted at the following intersections:

- Calle La Resolana / Siringo Road – Wednesday, August 28, 2019
- Calle La Resolana / Calle de Oriente – Thursday, August 29, 2019

The existing capacity was calculated using Highway Capacity Software 2010, Version 6.90. The existing intersections meet NMDOT operational requirements.

The intersections of Calle La Resolana / Calle Oriente, and the intersection of Calle La Resolana / Siringo Road meet the intersection spacing requirements. Calle La Resolana is classified as a collector street, but it also provides access to existing commercial and residential driveways. These driveways do not meet the spacing required by SAMM, for a collector street. However, Calle La Resolana also functions as a local street for driveway access. The proposed driveway also does not meet spacing requirements. Because of the low traffic volumes, the spacing should not be a problem.

Crash data for Calle La Resolana and Calle de Oriente was obtained from the NMDOT for the years 2013 through 2017. This does not appear to be a high- density crash area.

The traffic generated by a development is dependent on the size and type of the land use and its characteristic pattern. Traffic Generation Rates were determined using the ITE Trip Generation Handbook, 10th Edition. During the critical peak hour the project generates 17 exiting vehicles and 5 entering vehicles in the A.M.

In accordance with SAMM the implementation year was analyzed for the following conditions:

- Implementation Year without the Proposed Development – 2021 (No Build)
- Implementation Year with the Proposed Development – 2021 (Build)

For the Implementation Year 2021 for both No Build Condition and the Build Condition, the impacted intersections have adequate capacity. The additional traffic generated by this development has a negligible effect on the surrounding network. According to SAMM a right turn deceleration lane is not warranted.

In accordance with the SAMM, the Horizon Year was analyzed for the following conditions:

- Horizon Year without the Proposed Development - 2031
- Horizon Year with the Proposed Development – 2031

For the Horizon Year 2031 for both No Build Condition and the Build Condition, the impacted intersections have adequate capacity. The additional traffic generated by this development has a negligible effect on the surrounding network.

TRAFFIC IMPACT ANALYSIS
FOR
DEVELOPMENT PLAN SUBMITTAL
1115 CALLE LA RESOLANA
SANTA FE, NEW MEXICO

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TRAFFIC IMPACT ANALYSIS
FOR
DEVELOPMENT PLAN SUBMITTAL
1115 CALLE LA RESOLANA
SANTA FE, NEW MEXICO

I. INTRODUCTION

A. Purpose

The Santa Fe Civic Housing Authority (SFCHA) is proposing to develop multifamily housing at 1115 Calle La Resolana. The site is currently vacant. The SFCHA is a non-profit public housing agency affiliated with the City of Santa Fe Office of Affordable Housing. SFCHA provides federal housing assistance to low-income households in Santa Fe County.

The purpose of this report is to examine the existing traffic conditions, to estimate the traffic generated by the proposed development, to determine the impact of the development on the existing roadway infrastructure and to provide recommendations for improvements to meet City of Santa Fe requirements. This report has been prepared in accordance with the New Mexico Department of Transportation (NMDOT) State Access Management Manual (SAMM).

A scoping meeting was conducted on July 12, 2019 with the City of Santa Fe Traffic Engineering Staff to discuss the scope of the project and to determine the intersections to be analyzed. Because of the schools in the area the City Staff requested that traffic counts be conducted when the public schools are in session.

An Early Neighborhood Meeting (ENN) was held on July 9, 2019 to obtain public input. The following notable traffic items were discussed with neighbors:

- Speeding on Calle La Resolana and Calle Oriente is a problem.
- There is considerable cut through traffic on Calle Oriente.
- There have been many collisions with adjoining walls.

- Parking on the street is difficult.

B. Project Location

The site is located within the City of Santa Fe within Section 33, Township 17 North, Range 9 East, N.M.P.M. The coordinates are Latitude 35°39'14.12" North and Longitude 105°59'25.64" West. The proposed development is located on a vacant lot east of Calle La Resolana and south of Cerrillos Road behind the Days Inn by Wyndham (Days Inn) on Cerrillos Road. Access to the development will be provided by a new driveway on Calle La Resolana. Emergency access is provided by an easement through the Days Inn.

C. Vicinity Map

The Vicinity Map is presented in Figure 1, Appendix A.

July 8, 2020
Governing Body Meeting
Case #2020-1994
1115 Calle La Resolana
Ordinance Amendment

EXHIBIT C

Governing Body Findings of Fact and Bill

Graeser & McQueen
ATTORNEYS AT LAW

Friday, June 26, 2020

Governing Body
City of Santa Fe

Via: email to daesquibel@ci.santa-fe.nm.us

Re: Calle La Resolana Access Ordinance Amendment

Dear Mayor and Councilors,

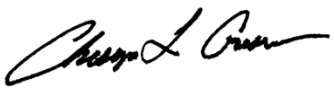
On behalf of our client, Santa Fe Civic Housing Authority, I respectfully request that you adopt the proposed findings of fact and conclusions of law at your July 8, 2020 hearing on this matter.

As you may know, the project will be funded through the federal Low-Income Housing Tax Credit program. The New Mexico Qualified Allocation Plan's requirement is that we obtain all zoning approvals and permits and begin construction this August, or the program funding of approximately $6 million will be lost.

We would greatly appreciate it if you would adopt the proposed order at this meeting, which will ensure that we can secure permits and meet our construction commencement deadline. Waiting for approval of the order until the July 29 meeting will certainly compromise our ability to meet the underwriting requirements and jeopardize the provision of 45 units of high quality affordable rental housing for income qualified Santa Fe families.

Thank you,

Sincerely



Christopher L. Graeser

The Graeser Law Firm LLC ▪ Matthew McQueen PC ▪ The Hiatt Firm LLC

316 E. Marcy Street ▪ PO Box 220 Santa Fe, NM 87504 ▪ 505-982-9074 ▪ chris@tierralaw.com

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-15

AN ORDINANCE

AMENDING ORDINANCE NO. 1998-23 TO REMOVE CONDITION OF APPROVAL NUMBER 5, WHICH LIMITS ACCESS FROM CALLE LA RESOLANA TO EMERGENCY ACCESS ONLY FOR THE PROPERTY LOCATED AT 1115 CALLE LA RESOLANA (CASE NO. 2020-1994; AMENDING "THE SOMERSET STORAGE REZONING," CASE NO. ZA 1998-4).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Ordinance No. 1998-23 imposed various conditions of approval on the rezoning from RM-1 (Residential–21 dwelling units per acre) to C-2 (General Commercial) for the following real property (the "Property"), which is approximately 2.4 acres and is located within the municipal boundaries of the City of Santa Fe:

A tract of land lying within Section 33, T17N., R9E., N.M.P.M. in Santa Fe County, New Mexico, as more particularly described in Ordinance 1998-23, which is attached hereto as "Exhibit A" and incorporated by reference.

Section 2. The conditions of approval for the rezoning adopted by Ordinance No.

1998-23, which is attached hereto as "Exhibit B," are hereby amended to remove Condition #5, which provided that "Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter."

Section 3. This Ordinance shall be published one time by title and general summary and shall become effective five (5) days after publication.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/2020-15 Calle La Resolana Emergency Access

EXHIBIT A

Legal Description TRACT 1-A-2.

Commencing at the Point of Beginning, being the southwest corner of TRACT 1-A-2, from whence the brass cap demarking the 1/4 corner of S 33, T 17 N, R 9 E bears S71°10'55"W, a distance of 296.88'.

thence North 60°04'13" West, a distance of 15.55 feet;
thence North 14°56'08" West, a distance of 27.07 feet;
thence North 75°06'59" East, a distance of 209.48 feet;
thence North 14°54'59" West, a distance of 170.33 feet;
thence South 75°03'52" West, a distance of 69.10 feet;
thence North 14°56'08" West, a distance of 90.53 feet;
thence South 75°03'52" West, a distance of 11.00 feet;
thence North 14°55'30" West, a distance of 115.84 feet;
thence North 75°05'45" East, a distance of 135.00 feet;
thence South 14°55'01" East, a distance of 98.11 feet;
thence North 75°03'37" East, a distance of 210.97 feet;
thence South 14°49'06" East, a distance of 316.40 feet;
thence South 74°58'34" West, a distance of 264.59 feet;
thence South 75°11'27" West, a distance of 199.14 feet;

tothePointofBeginning.Containing2.592ACRES,moreorless.

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 1998-23

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE; CHANGING THE CLASSIFICATION OF A CERTAIN AREA FROM ITS PRESENT DESIGNATION AND CLASS OF RM-1 TO C-2; APPROVING A PRELIMINARY DEVELOPMENT PLAN AND ADOPTING CONDITIONS OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE. PROPERTY LOCATED AT 2900 CERRILLOS ROAD OFF THE CALLE LA RESOLANA BEHIND THE PARK INN HOTEL. (SOMERSET STORAGE REZONING, CASE NO. ZA 1998-4).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The following area which is restricted to the classified as RM-1 is now restricted to and reclassified as C-2.

PROPERTY DESCRIPTION, TRACT 1-A-2.

A tract of land lying within Section 33, T17N, R9E, N.M.P.M. Santa Fe, New Mexico; more particularly described as follows:

Beginning at the southwest corner of herein described tract, from whence a brass cap marked, SC, P.C. 410, L2, C3, S.33, bears S 71°07'40"W, 269.88'; thence from said point N 14°52'02"W, 208.72'; thence S 75°07'58"W, 69.01'; thence N 14°52'02"W, 90.01'; thence S 75°07'58"W, 10.99'; thence N 14°52'01"W, 115.19'; thence N 75°07'43"E, 135.11'; thence S 14°50'55"E, 97.98'; thence N 75°07'43"E, 210.69'; thence 14°45'00"E, 315.97'; thence S 75°08'01"W, 265.11' to the point of

beginning, containing 2.403 acres, more or less as shown on a plat prepared by Gary G. Dawson N.M.P.L.S. 7014 Fiesta Brehm Partners in May 1992.

Section 2. The official zoning map of the city of Santa Fe adopted by Resolution No. 1981-6 is amended to conform to the change of zoning classification for the property set forth in Section 1 of this Ordinance.

Section 3. The conditions of approval attached hereto and referenced herein as "Exhibit A" are hereby adopted as conditions of approval that run with the land and bind the property.

Section 4. This Ordinance shall be published one time by the title and general summary and shall become effective five days after such publication.

Section 5. The rezoning action with respect to the property affected by this Ordinance is subject to the time restrictions set forth in Section 14-9.19 SFCC 1987.

PASSED, APPROVED AND ADOPTED this 24th day of June, 1998.

LARRY A. DELGADO, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MARK A. BASHAM, CITY ATTORNEY

Exhibit A
Ordinance No. 1998-23

1. The property shall be developed in accordance with the approved development plan.

2. The Planning Commission shall have the authority to approve amendments to the development plan.

3. The applicant shall file a plat providing appropriate easements for vehicular access; sewer, water and other utilities; and drainage. Easements shall be dedicated to the City and affected utility companies. The plat shall be filed prior to issuance of any construction permit for the project.

4. The existing driveway at the northeast end of the Park Inn property is to be modified to an exit only. Additionally, landscaping will be installed to eliminate access between the Cactus Lodge[east of the Park Inn on Cerrillos Road] and the Park Inn. Plans for this modification shall be reviewed and approved by the City Traffic Engineer, and permits for landscaping on State Highway Department ROW shall be applied for prior to review of the final development plan by the Development Review Committee.

5. Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter.

6. The applicant shall install sidewalk and other frontage improvements at the Cerrillos Road frontage of the Park Inn property as required for traffic impact mitigation by the City Traffic Engineer after review of an updated traffic impact analysis.

7. A detailed final development plan including all site improvement drawings and off-site traffic mitigation construction drawings shall be submitted to the Planning Commission for review within six months after approval of the rezoning. Final development plan shall include a drainage study stamped by a professional engineer, and shall comply with all applicable City codes. No building permit for the project shall be issued prior to approval of the detailed final development plan.

8. If the detailed final development plan has not been approved and filed for record within 12 months after approval of rezoning, the Planning Commission and City Council shall conduct hearings to consider rescinding the rezoning as provided by Section 14-9.19 SFCC 1987.

9. The project shall conform with the new lighting Ordinance.

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-1994 - Calle La Resolana Zoning Ordinance Amendment.
Applicant's Name – Santa Fe Civic Housing Authority
Agent's Name – Monica Montoya

THIS MATTER came before the Governing Body (Governing Body) for public hearing on July 8, 2020 on the application (Application) of Monica Montoya as agent for Santa Fe Civic Housing Authority (Applicant).

The Application pertains to 1115 Calle La Resolana, totaling approximately 2.4 acres (Property). In this case, the Applicant requests approval of a zoning ordinance amendment to Ordinance No. 1998-23. Specifically, the Applicant asks the Governing Body to remove Condition #5, as set forth in Ordinance No. 1998-23, Exhibit A, to allow ingress/egress to and from Calle La Resolana from 1115 Calle La Resolana. The Property is zoned C-2 (General Commercial District).

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. On June 24, 1998, the Governing Body approved a rezoning request from Pacific Santa Fe Properties, L.P. and adopted Ordinance No. 1998-23, which rezoned the Property from RM-1 (Residential – 21 dwelling units per acre) to C-2 (General Commercial).
2. Pacific Santa Fe Properties, L.P. requested approval of the rezoning and a preliminary development plan for the Property to construct mini-storage units.
3. Ordinance No. 1998-23 included an "Exhibit A," which set forth nine conditions of approval that run with the land and bind the Property.
4. At the time that the Governing Body approved the rezoning, it also approved a preliminary development plan.
5. The mini-storage unit project was never constructed, and the development plan expired, along with certain conditions of approval that were attached to the development plan.
6. Although the conditions attached to the development plan expired, the conditions attached to Ordinance No. 1998-23 remain in effect.

General

7. Pursuant to the Santa Fe City Code (SFCC) Section 14-3.5(A)(1)(d), any person may submit a written request for a rezoning or a zoning ordinance amendment.
8. In this case, Applicant submitted two Applications to City Land Use Department, one for approval of a development plan (Case #2019-1149) and one for approval of a zoning ordinance amendment (Case #2020-1994).

9. In Case #2020-1994, the Applicant seeks to amend Ordinance 1998-23, Exhibit A, by removing Condition #5, which provides as follows: "Access from Calle Resolana will be controlled and have limited access during the construction period, and will be limited to emergency access thereafter."
10. Pursuant to SFCC Section 14-3.19(D)(1), the procedures for a substantive amendment to a final action are the same as those that apply to a new application.
11. The Santa Fe City Code ("SFCC") Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.1(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
12. A pre-application conference was held on May 30, 2019 in accordance with SFCC Section 14-3.1(E).
13. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
14. Pursuant to SFCC Section 14.3.1(F), an ENN meeting was held on March 9, 2020 at the Genoveva Chavez Center, 3221 Rodeo Road, Santa Fe, New Mexico 87507. The ENN meeting was attended by a representative of the Applicant and two members of City staff. Approximately 48 members of the public attended. Residents had concerns about traffic and pedestrian impacts, crime and safety, the large number of apartments, and over population of the neighborhood.
15. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(l), the Planning Commission (Planning Commission) has the authority to review and make recommendations to the Governing Body regarding a proposed rezoning or zoning ordinance amendment.
16. Pursuant to SFCC Sections 14-2.3(C)(1) and 14-3.8(B)(3), the Commission has the authority to review and approve or disapprove development plans.
17. City staff reviewed the Applications and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
18. Staff recommended that the Commission should recommend that the Governing Body grant the request to amend Ordinance 1998-23 by removing Condition #5.
19. Staff recommended that the Commission should approve the development plan, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
20. On May 21, 2020, the Commission held a public hearing and voted to recommend that the Governing Body approve the zoning ordinance amendment.
21. On May 21, 2020, the Commission adopted written Findings of Fact and Conclusions of Law recommending that the Governing Body approve the zoning ordinance amendment.
22. On May 21, 2020, the Commission held a public hearing, voted to approve of the development plan subject to conditions of approval and technical corrections set forth in the Staff Report and exhibits, and adopted written Findings of Fact and Conclusions of Law reflecting its decision.
23. The Commission's approval of the development plan is a final action and is not before the Governing Body for review or decision.

24. The Applicant cannot proceed with the development plan approved by the Commission unless the Governing Body approves the proposed zoning ordinance amendment.
25. Pursuant to SFCC Sections 14-2.2(A) and 14-3.5(B)(2), and Table 14-2.1-1, the Governing Body has the authority to consider the recommendations of the Commission and to either approve or disapprove the proposed zoning ordinance amendment.
26. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and make a decision to approve or deny the Application.
27. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
28. Most of the approval criteria in SFCC Section 14-3.5(C) are inapplicable to a request to amend the conditions attached to a prior rezoning ordinance, and the SFCC does not provide specific criteria for evaluating a request to amend such conditions.
29. The Governing Body held a hearing on the Application on July 8, 2020.
30. At the hearing, the Governing Body received reports from staff, testimony and evidence from the Applicant, and written public comments and testimony offered by any interested members of the public.
31. The Governing Body finds that the rezoning criteria are intended to ensure that the public interest is not harmed by the rezoning, that development under the new zoning will serve the public more than development under the original zoning, and that infrastructure can handle or be modified to handle the proposed new development.
32. In this case, Condition #5, as adopted with Ordinance 1998-23, was associated with a previous development plan that incorporated a poorly designed driveway, which was situated on a curve with poor siting.
33. The new development plan proposed in Case #2019-1149 includes a proposed driveway design that eliminates the prior issues associated with Condition #5 by including an easement across the abutting property that will allow ingress/egress to Calle La Resolana on the straightaway between the curve on Calle La Resolana and Calle De Oriente.
34. The City Traffic Division reviewed the Application and the traffic impact analysis submitted by the Applicant and stated, "With the proposed realignment of the said driveway, the developer is able to obtain the required sight lines."
35. Additionally, with respect to safety, the traffic impact analysis submitted by Applicant, and stamped by a professional engineer, stated, "Crash data for Calle La Resolana and Calle de Oriente was obtained from the NMDOT for the years 2013 through 2017. This does not appear to be a high-density crash area."
36. With respect to traffic, in the engineer's professional opinion, "The additional traffic generated by this development has a negligible effect on the surrounding network."
37. Therefore, the Traffic Division reported, "The Public Works Department supports the proposed development plan and the proposed ordinance amendment allowing access on Calle La Resolana."

CONCLUSIONS OF LAW

Under the circumstances, and given the information provided in the staff report and exhibits, and the evidence and testimony submitted during the public hearing, the Governing Body CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Governing Body has the authority to review and approve the amendment of conditions placed on a prior rezoning ordinance.
3. The Applicant met the applicable Submittal Requirements.
4. The requested zoning ordinance amendment should be approved because all applicable code requirements have been met, the public interest will not be harmed, development under the new zoning will serve the public interest, and the infrastructure can handle the proposed new development.

WHEREFORE, IT IS ORDERED ON THE 8th DAY OF JULY, 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the proposed zoning ordinance amendment requested in Case #2020-1994 and amends Ordinance No. 1998-23 to remove Condition #5, which provides, "Access from Calle Resolana will be controlled and have limited access during the construction period and will be limited to emergency access thereafter."

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM

_____ Jun 29, 2020
Erin K. McSherry Date
City Attorney

Calle La Resolana Emergency Access (For Signature)

Final Audit Report 2020-06-29

Created:	2020-06-29
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApY_o6LueXR-0r51o2gyNjOUipCxdVvaP

"Calle La Resolana Emergency Access (For Signature)" History

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Calle La Resolana Emergency Access (Signed)

Final Audit Report 2020-06-29

Created:	2020-06-29
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ-KwrjaqKZ2c0ROf3cnhoLd6hTPTR21m

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2020-06-29 - 8:31:07 PM GMT

LA RESOLANA, DEVELOPMENT PLAN, LUD CASE NUMBER

SHEETS:

DP001	DEVELOPMENT PLAN	L601	IRRIGATION PLAN
V001	LEGAL LOT OF RECORD	L602	IRRIGATION DETAILS
DP002	SITE OPEN SPACE PLAN	L702	PLANTING DETAILS
DP003	ARCHITECTURAL DESIGN STANDARDS POINTS AND TYPICAL EXTERIOR ELEVATIONS	C-101	SITE GRADING PLAN
		C-102	SITE UTILITY PLAN
		C-103	SITE POWER AND LIGHTING
DP004	ARCHITECTURAL DETAILS	C-104	SITE LIGHTING PHOTOMETRICS
L301	LANDSCAPE PLAN	C-105	EROSION CONTROL PLAN
L401	LANDSCAPE DETAILS	C-501	SITE DETAILS
L601	IRRIGATION PLAN		

SITE KEY:

- NEW BUILDINGS
- EXISTING BUILDINGS
- NEW CONCRETE SIDEWALKS, ADA PARKING AND/OR PATIOS, 2% MAX. CROSS SLOPE
- NEW ASPHALT , SEE CIVIL
- ADA ACCESSIBLE ROUTE
- NEW PHYSICALLY ACCESSIBLE DWELLING UNIT
- NEW HEARING/VISION ACCESSIBLE DWELLING UNIT
- NEW ADA ACCESSIBLE PARKING SPACE
- NEW FIRE HYDRANT
- NEW SITE LIGHTING

KEY NOTES:

1. PROPERTY LINE
2. EXISTING FENCE OR YARDWALL
3. EXISTING UTILITY EASEMENT
4. EXISTING ACCESS AND UTILITY EASEMENT
5. EXISTING ASPHALT DRIVE AND PARKING
6. NEW TOWNHOUSE BUILDING, 2 STORY
7. NEW PARKING AREA, ASPHALT. SITE PARKING SPACES "STANDARD" 8'4 X 18'0
8. NEW CONCRETE SIDEWALK, SLOPE 5% MAX DIRECTION OF TRAVEL AND 2% CROSS SLOPE
9. NEW ADA SIDEWALK RAMP
10. NEW VEHICLE ACCESS DRIVEWAY, ASPHALT W/ SIGNAGE STOP, NO PARKING
11. NEW FENCE, 3'0 H. METAL, SEE DETAIL 13/DP004
12. NEW USPS MAIL AND PARCEL BOX, SEE DETAIL 11/DP004
13. NEW MONUMENT SIGN, SEE DETAIL 12/DP004
14. NEW VEHICLE GATE, 6'0 H. METAL, ROLLING OR SWINGING ELECTRIC OPERATOR W/ FIRE DEPARTMENT HORN STROBE SENSOR (OPTICON)
15. NEW YARDWALL, 8'0 H, MASONRY, COLOR, SPLIT FACE, SEE DETAILS
16. NEW YARDWALL, 6'0 H, MASONRY, COLOR, SPLIT FACE BLOCK, SEE DETAILS
17. ADD 2'0 TO EXISTING YARD WALL, 8'0 COMPLETED HEIGHT
18. NEW TRASH AND RECYCLING ENCLOSURE, 6'0 H. MASONRY, STUCCO, SEE DETAI 1/DP004
19. NEW BIKE RACK, SEE DETAIL 6,7 AND 8/DP004
20. NEW WHEEL STOP, CONCRETE
21. REPAIR EXISTING ASPHALT PAVING IF DAMAGED DURING INSTALLATION OF NEW DRIVEWAYS
22. OPEN SPACE SEE SHT DP002 FOR ALL REQUIREMENTS
23. PONDING AREA, SEE CIVIL
24. ADA PARKING SIGNAGE, SEE DETAIL
25. NEW BENCH, ADA ACCESSIBLE
26. NEW 15'0 SETBACK
27. NEW PARKING AREA, ASPHALT. SITE PARKING SPACES "ANGLED" 45° 8'4 X 17'4
28. NEW PARKING AREA, ASPHALT. SITE PARKING SPACES "PARALLEL" 8'4 X 23'0
29. NEW FIRE HYDRANT
30. NEW SITE LIGHTING
31. NEW CONCRETE CROSSWALK AND SIGNAGE
32. CHILDREN'S PLAY AREA, 0-5, 5-12 AND OVER AGE 13 W/ SITE" CHILDREN AT PLAY AND "USE IS AT ONE'S OWN RISK" AT EACH PLAY AREA

PROJECT DATA

LOCATION: 1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87507
EXISTING ZONING: C-2
HEIGHT: 45'0 MAXIMUM HEIGHT
SITE AREA: TRACT 1-A-2 2.592 ACRES (112,907 SF)

TRACT 1-A-2

MAXIMUM HEIGHT
- ALLOWABLE HEIGHT 45'0
- ACTUAL 26'0

MAXIMUM LOT COVERAGE TABLE 14-7.2-1
- BUILDING AREA (2 STORY) +45,881 SF
- SITE AREA +112,907 SF
- ALLOWABLE 40%
- ACTUAL 27,850 SF / 98,663 SF = 28.2%

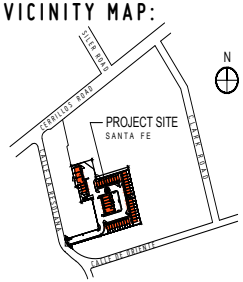
PARKING CALCULATION
- DWELLING UNITS 45 DU
- 39-TWO BEDROOM DU (913 SF) X 1.5 SPACES / UNIT = 58.5
- 3- THREE BEDROOM DU (1162 SF) X 1.5 SPACES / UNIT = 4.5
- 3- THREE BEDROOM DU (1185 SF) X 1.5 SPACES / UNIT = 4.5
- COMMUNITY ROOMS 400 SF X 1/200 NET LEASABLE = 2.0
- OFFICE 350 SF X 1/350 NET LEASABLE = 1
- TOTAL REQUIRED 70.5 = 71

PARKING PROVIDED 72

OFF-STREET BICYCLE PARKING
- 100 OR MORE PARKING SPACES REQUIRED 12
- BICYCLE PARKING PROVIDED 25

OPEN SPACE
- REQUIRED 45 DU X 250SF = 11,250 SF TOTAL
- PROVIDED 17,455 SF TOTAL

VICINITY MAP:



PROJECT ADDRESSING

1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87505

BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F
A01	B01	C01	D01	E01	F01
A02	B02	C02	D02	E02	F02
A03	B03	C03	D03	E03	F03
A04	B04	C04	D04	E04	F04
A05	B05	C05	D05	E05	F05
A06	B06	C06	D06		F06
A07	B07	C07	D07		
A08	B08	C08	D08		
A09			D09		

45 UNITS

1 DEVELOPMENT PLAN
DP001 ----
SCALE : 1"=30'

FILENAME: D:\0projects\1817_LA RESOLANA\3_CAD\04_ARCHITECTURE\001_SHEETS\1817_DP001.dwg

LUD CASE NUMBER # 20-1149

PURPOSE OF THE DEVELOPMENT PLAN:

THE PURPOSE OF THE DEVELOPMENT PLAN FOR APPROVAL OF 45 UNITS OF AFFORDABLE TWO STORY TOWNHOUSE UNITS AND COMMUNITY/ LEASING OFFICES AND ALL ASSOCIATED SITE WORK.

GENERAL NOTES

A. THIS PROJECT WILL COMPLY WITH 2010 AMERICAN DISABILITIES ACT (ADA)
B. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS ARE DESCRIBED ON THE SUBDIVISION PLAT AS ARE NOT AREAS, ALL AS INCLUDED HEREIN.
C. ALL BUILDINGS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN WITH ACTUAL SIZE AND SHAPE OF EACH STRUCTURE CONTAINED WITHIN THE HEREIN DEFINED BUILDING ENVELOPES, INCLUDING WALLS AND FENCES, SUBJECT TO APPLICABLE BUILDING PERMIT REQUIREMENTS.
D. BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
E. ALL PROPOSED CHANGES TO THE APPROVED IMPROVEMENT PLANS SHALL RECEIVE PRIOR APPROVAL BY THE CITY OF SANTA FE'S PLANNING AND LAND USE DEPARTMENT BEFORE CONSTRUCTION.
F. THIS DEVELOPMENT LIES OUTSIDE OF THE HISTORIC DISTRICT.
G. THIS DEVELOPMENT LIES OUTSIDE OF THE ARCHAEOLOGICAL REVIEW DISTRICT.
H. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
I. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH PROVISIONS OF EACH APPLICABLE CITY OF SANTA FE ORDINANCE ADOPTED PRIOR TO FINAL PLAT AND/OR DEVELOPMENT PLAN RECORDING WITH THE COUNTY CLERK OR SUBMITTAL WITH A BUILDING PERMIT APPLICATION THAT MODIFIES ANY PROVISION OF REQUIREMENTS CALLED FOR IN CHAPTER 14, LAND USE DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS,
J. UTILITY EXPANSION CHARGES SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION.
K. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1
L. AN APPROVED WATER SUPPLY FOR THE FIRE PROTECTION , EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS IFC 1412.1
M. AN ADA INSPECTION SHALL BE CONDUCTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE CONTRACTOR SHALL CONTACT CITY STAFF TO SCHEDULE SUCH INSPECTION.
N. COMPLIANCE WITH ALL (14-8.4) LANDSCAPING REQUIREMENTS PRIOT TO AND INCLUDING THIS AMENDMENT SHALL STILL APPLY.
O. PROPERTY DEVELOPMENT IS SUBJECT TO THE PROVISIONS OF SECTION 14-8.4(F)(5), PLANT MATERIALS STANDARDS.
P. THIS PROJECT IS SUBJECT TO A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP SHALL BE CONDUCTED IN ACCORDANCE WITH PHASE II OF THE NATIONAL POLLUTION ELIMINATION BOARD SYSTEM (NPDES)
Q. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY ALL OWNERS OF LA RESOLANA. INSPECTIONS SHALL BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO. INSPECTIONS SHALL BE CONDUCTED ON THE DRAINAGE FACILITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
ON OR ABOUT MARCH 15, ON OR ABOUT SEPTEMBER 15, AND AFTER EACH STORM EVENT OF 1-INCH OR GREATER. MAINTENANCE OF THE DRAINAGE FACILITIES SHALL BE CONDUCTED AND DOCUMENTED BY THE ENGINEER AND THE OWNER. THE OWNER SHALL MAINTAIN A FILE OF THE INSPECTIONS AND REMEDIAL ACTION CONDUCTED OF THE DRAINAGE FACILITIES. WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING:
   1. FLUSH ALL CULVERTS, DROP INLETS AND DRAINAGE PIPES TO REMOVE SEDIMENTS AND VEGETATION THAT PREVENTS OR HINDERS THE FLOW OF STORM WATER IN THE DRAINAGE STRUCTURE(S).
   2. REMOVE SEDIMENT IN PONDS THAT IS GREATER THAN 6-INCHES IN DEPTH, AND IF NECESSARY, RESEED WITH NATIVE GRASSES AND INSTALL FILTER FABRIC AND 3 TO 4 INCHES COBBLE AS DIRECTED BY THE ENGINEER.
   3. INSPECT FOR SEDIMENTATION IN ALL SWALES, DITCHES, DRAINAGE PONDS AND REMOVE AND STABILIZED AS NECESSARY.
   4. INSPECT FOR SOIL EROSION AT ALL DRAINAGE PONDS, CUT AND FILL SLOPES, AND REPAIR OR STABILIZED ACCORDINGLY.
   5. INSPECT THE STRUCTURAL INTEGRITY OF DRAINAGE PONDS, SLOPES, RIP-RAP, GABIONS, DROP INLETS, CULVERTS, ENERGY DISSIPATORS AND RETAINING WALLS, ROCK PLATING, EROSION CONTROL MATS OR BLANKETS AND REPAIR OR STABILIZED ACCORDINGLY.

STORMWATER AGREEMENT:

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORMWATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULLY FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES BY THE PROPERTY OWNER AND SUBSEQUENT HEIRS, ASSIGNS, AND FUTURE OWNERS. THE CITY IS HEREBY GRANTED THE FOLLOWING: (1) ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; (2) IN THE EVENT OF DRAINAGE IMPROVEMENT MAINTENANCE DEFICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TOT HE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND (3) TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COST ASSOCIATED WITH SUCH WORK . BY SIGNATURE AFFIXED TO THIS INSTRUMENT, THE PROPERTY OWNER(S) APPROVED AND AGREE THAT THIS AGREEMENT IS BINDING PERPETUALLY , RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

OWNER'S PRINTED NAME OWNER'S SIGNATURE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS_____DAY OF_____, 20____. (OR EQUAL)

NOTARY PUBLIC MY COMMISION EXPIRES

PLANNING COMMISION APPROVAL, CASE #
APPROVED BY THE SUMMARY COMMITTEE AT THEIR MEETING OF ....

PLANNING COMMISSION CHAIR DATE

PLANNING COMMISSION SECRETARY DATE

CITY OF SANTA FE LAND USE APPROVAL

LAND USE CITY PLANNER DATE

LAND USE CITY ENGINEER DATE

COUNTY OF SANTA FE
STATE OF NEW MEXICO SS

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED AND RECORDED ON THE_____DAY OR _____A.C. 20_____AT _____O'CLOCK ____M AND WAS DULY RECORDED IN BOOK _____PAGE_____PF THE RECORDS OF SANTA FE COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, GERLADINE SALAZAR, COUNTY CLERK, SANTA FE, NEW MEXICO

DEPUTY INSTRUMENT #

ADA NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANSI A117.1-2009 AND OR 2010 ADA REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1/20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1/48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WITH ANSI A117.1-2009 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY THAT STANDARD.

ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1/12 OR 8% SLOPE (BEST PRACTICE, NOT CODE, WOULD BE TO USE 1.5% FOR CROSS SLOPES AND 6.67% FRO RAMPS.

PARKING SPACES AND ACCESS AISLES ADJACENT TO PARKING SPACES SHALL BE LEVEL WITH A CROSS SLOPE NOT IN EXCESS OF 1/48 OR 2% SLOPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ESTABLISHED GRADE POINTS AND FOR DESIGNING AND CONSTRUCTING PAVEMENT SECTIONS TO MEET SLOPE REQUIREMENTS AS ESTABLISHED ABOVE.

DETAILS OF RAMPS AND RUNS ARE APPROXIMATE AND ARE BASED ON OBSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COMPARING ACTUAL GRADES TO THE PROPOSED SCHEMATIC DESIGN. CONTRACTOR'S TEAM SHALL INFORM THE ARCHITECT OF DEVIATIONS AND SHALL COORDINATE REVISED RAMP AND ACCESS LAYOUTS AND ELEVATIONS WITH THE ARCHITECT.

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION: --- --- ---

SHEET TITLE:
DEVELOPMENT PLAN

LA RESOLANA, SANTA FE CIVIC HOUSING AUTHORITY
1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87505
THOMAS GIFFORD, ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.690.3898 email TOM@THOMASGIFFORD.COM

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DP001
1



SITE KEY:

- NEW BUILDINGS
- EXISTING BUILDINGS
- COMMON OPEN SPACE, 21,600 SF REQUIRED
- COMMON OPEN SPACE, ACTIVE OR PASSIVE RECREATION, 15,900 SF PROVIDED

PROJECT DATA

REQUIRED OPEN SPACE	45 DU X 250 = 11,250 SF
PROVIDED OPEN SPACE	17,455 SF
PROVIDED OPEN SPACE PRIVATE	11,738 SF
PROVIDED OPEN SPACE COMMON	5,747 SF

KEY NOTES:

1. OPEN SPACE
2. OPENSPACE- ACTIVE

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION: ---

SHEET TITLE:
OPEN SPACE PLAN

1 OPEN SPACE PLAN
DP002 ----
SCALE: 1"=30'

N

LA RESOLANA
1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87505

SANTA FE CIVIC HOUSING AUTHORITY

THOMAS GIFFORD ARCHITECT
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1709 Paseo de Peralta, Santa Fe, New Mexico 87501
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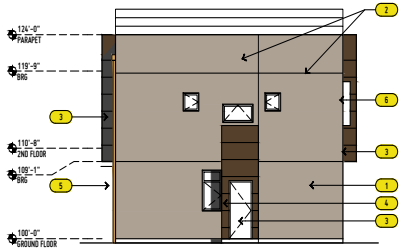
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DP002
2

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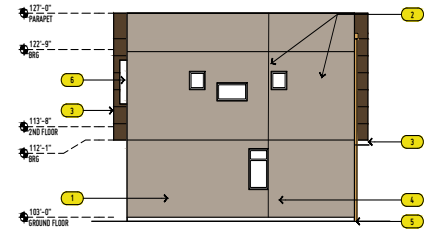
ELEVATION KEYNOTES:

1. STUCCO SYSTEM
2. STUCCO CONTROL JOINT
3. METAL PANEL CLADDING SYSTEM
4. DOOR OR WINDOW
5. CONDUCTOR AND DOWNSPOUT
6. 3/16" T x 12" DEEP STEEL WINDOW SHADES
7. FIRE RISER ROOM
8. SECOND FLOOR CANTILEVER



3 | TYPICAL RIGHT SIDE ELEVATION

DP003 | ---- SCALE: 1/8" = 1'-0"



4 | TYPICAL LEFT SIDE ELEVATION

DP003 | ---- SCALE: 1/8" = 1'-0"



2 | TYPICAL REAR ELEVATION

DP003 | ---- SCALE: 1/8" = 1'-0"



1 | TYPICAL FRONT ELEVATION

DP003 | ---- SCALE: 1/8" = 1'-0"

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations

Architectural Design Standards		SFCC Point Allowances	Points Assigned	Discussion
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		
Predominant Material	(A) All surfaces are concealed from public view	20	20	
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Recessed 2"
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral gray	10	10	All glazing appears to be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		
TOTAL POINTS ACHIEVED			230	
TOTAL POINTS Required by Zoning District C-2			205	

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION: ---

SHEET TITLE:
TYPICAL EXTERIOR ELEVATIONS

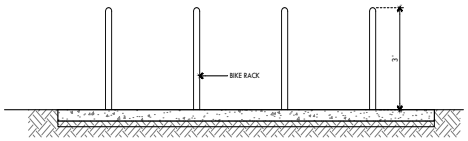
LA RESOLANA, SANTA FE CIVIC HOUSING AUTHORITY
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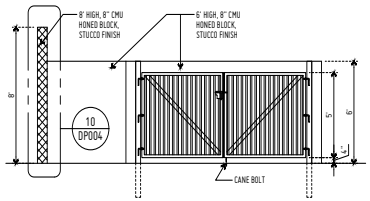
DP003
3

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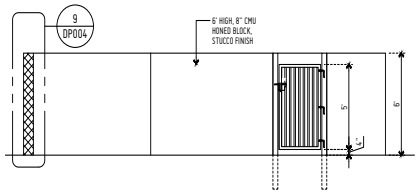
7 | TYPICAL BIKE RACK ELEVATION

DP004 | ---- SCALE: 1/2" = 1'-0"



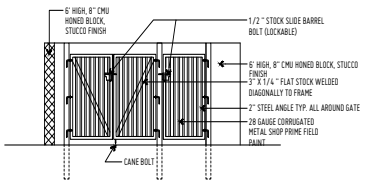
4 | DUMPSTER ELEVATION

DP004 | ---- SCALE: 1/4" = 1'-0"



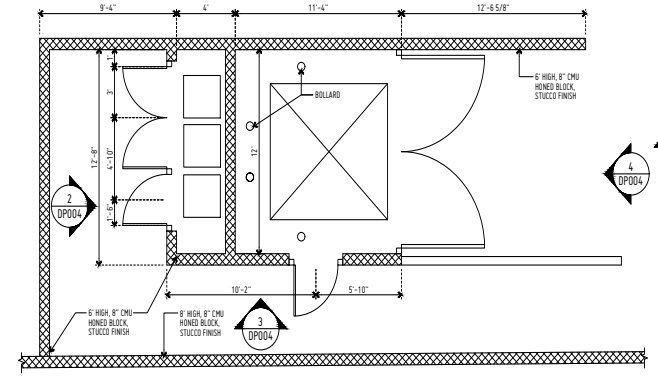
3 | DUMPSTER ELEVATION

DP004 | ---- SCALE: 1/4" = 1'-0"



2 | DUMPSTER ELEVATION

DP004 | ---- SCALE: 1/4" = 1'-0"

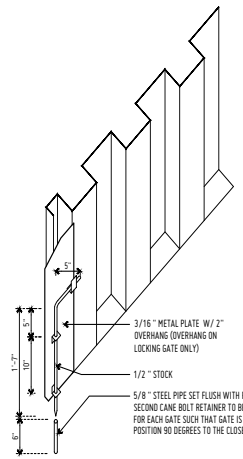


1 | DUMPSTER FLOOR PLAN

DP004 | ---- SCALE: 1/4" = 1'-0"

8 | BIKE RACK DETAIL

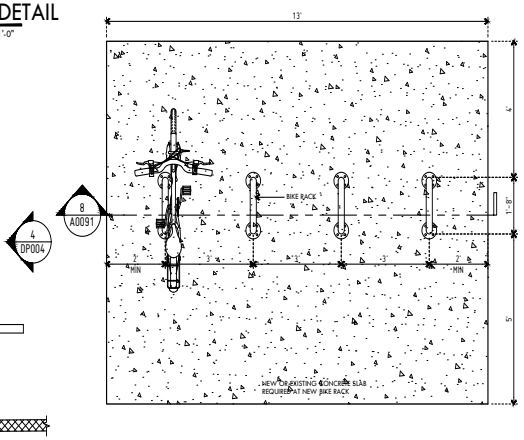
DP004 | ---- SCALE: 1" = 1'-0"



CANE BOLT DETAIL (BOTH SIDES OF GATE)

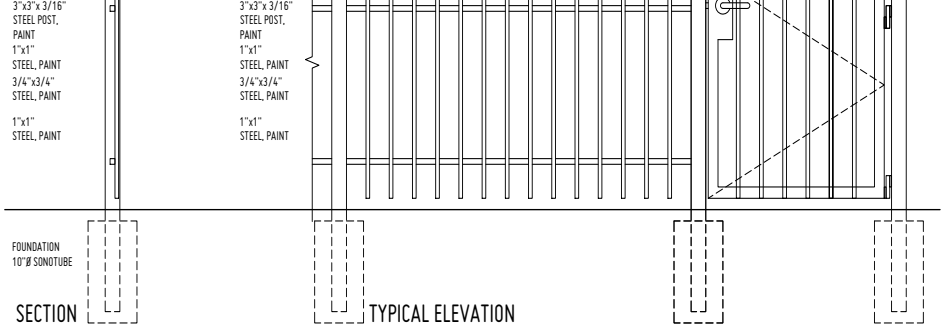
5 | CANE BOLD DETAIL

DP004 | ---- SCALE: 1" = 1'-0"



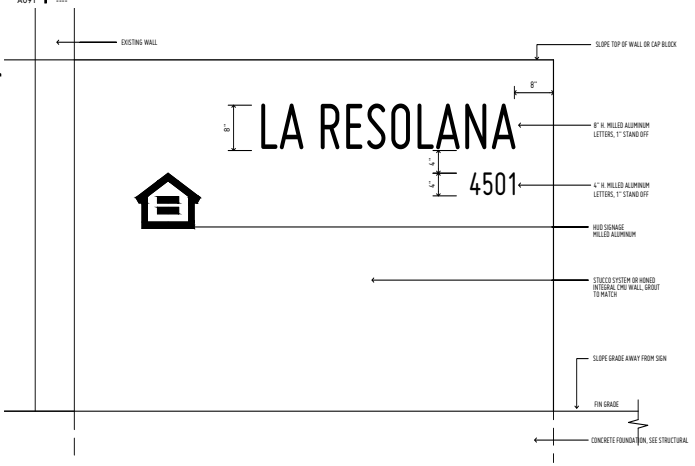
6 | TYPICAL BIKE RACK PLAN

DP004 | ---- SCALE: 1/2" = 1'-0"



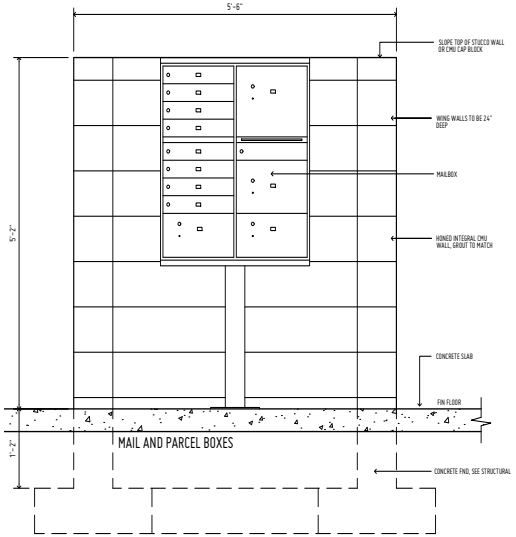
13 | METAL FENCE AND GATE

A091 | ---- SCALE: 1" = 1'-0"



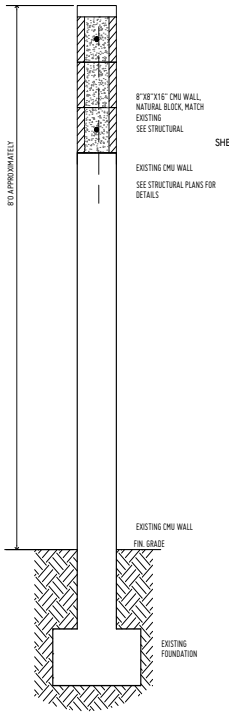
12 | SIGNAGE ELEVATION

A091 | ---- SCALE: 1" = 1'-0"



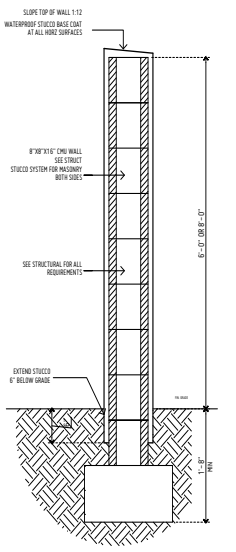
11 | MAILBOX ELEVATION

A091 | ---- SCALE: 1" = 1'-0"



10 | TYP. EX. YARD WALL

DP004 | ---- SCALE: 1" = 1'-0"



9 | TYP. YARD WALL DETAIL

DP004 | ---- SCALE: 1" = 1'-0"

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
3.4.20

DATE: 4 MAR 2020
REVISION: --- --- ---

SHEET TITLE: DETAILS

LA RESOLANA, SANTA FE CIVIC HOUSING AUTHORITY
1115 CALLE LA RESOLANA, SANTA FE, NEW MEXICO 87505

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DP004
4

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RUNOFF CALCULATIONS

LA RESOLANA APARTMENTS
BASIN A Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DRAINAGE AREA	A =	0.237 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Soil Description Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	86								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.224	95%	19.04	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS	98	0.013	5%	1.27	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)			Totals	0.237		20.31	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)		CN (weighted) =	total (5) =	20.31		85.71	
						total(4)	0.24			
RECURRENCE INTERVAL (FREQUENCY)		100 yr						USE	86	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		2.01 in	EQ							
NET RUNOFF: Qn (in)		2.01 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		1.10 cfs	(A)(Qn)(cfs/ac-in)							
VOLUME OF RUNOFF: (ac-ft)		0.040 ac-ft	(Qn)(A)/12							

DEVELOPED RUNOFF

DRAINAGE AREA	A =	0.237 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	92								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.000	0%	0.00	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS & DRIVE	98	0.132	55.7%	12.94	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)	LANDSCAPED AREA	NATURAL DESSERT LS	85	0.105	44.3%	8.93	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)			Totals	0.237		21.867	
RECURRENCE INTERVAL (FREQUENCY)		100 yr			CN (weighted) =	total (5) =	21.86		92.24	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)			total(4)	0.24			
DIRECT RUNOFF: Q (in)		2.54 in	(Fig 2-5)					USE	92	
NET RUNOFF: Qn (in)		2.54 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		1.39 cfs	(A)(Qn)(cfs/ac-in)	TOTAL CHAGE IN DISCHARGE			0.289482 cfs			
VOLUME OF RUNOFF: (ac-ft)		0.050 ac-ft	(Qn)(A)/12	TOTAL CHANGE IN VOLUME			0.010488 ac-ft		3418 gal	
									457 ft^3	

LA RESOLANA APARTMENTS
BASIN B Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DRAINAGE AREA	A =	1.61 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Soil Description Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	87								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	1.307	81%	111.10	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PAVEMENTS	98	0.303	19%	29.69	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)			Totals	1.610		140.79	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)		CN (weighted) =	total (5) =	140.79		87.45	
						total(4)	1.61			
RECURRENCE INTERVAL (FREQUENCY)		100 yr						USE	87	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		2.09 in	EQ							
NET RUNOFF: Qn (in)		2.09 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		7.75 cfs	(A)(Qn)(cfs/ac-in)							
VOLUME OF RUNOFF: (ac-ft)		0.281 ac-ft	(Qn)(A)/12							

DEVELOPED RUNOFF

DRAINAGE AREA	A =	1.61 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	96								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.000	0%	0.00	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS & DRIVE	98	1.356	83.9%	132.30	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)	LANDSCAPED AREA	NATURAL DESSERT LS	85	0.255	16.1%	22.10	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)			Totals	1.610		154.4	
					CN (weighted) =	total (5) =	154.40		95.90	
RECURRENCE INTERVAL (FREQUENCY)		100 yr				total(4)	1.61			
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		2.95 in	(Fig 2-5)					USE	96	
NET RUNOFF: Qn (in)		2.95 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		10.91 cfs	(A)(Qn)(cfs/ac-in)	TOTAL CHAGE IN DISCHARGE			3.161367 cfs			
VOLUME OF RUNOFF: (ac-ft)		0.395 ac-ft	(Qn)(A)/12	TOTAL CHANGE IN VOLUME			0.114542 ac-ft		37324 gal	
									4989.5 ft^3	

LA RESOLANA APARTMENTS
BASIN C Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DRAINAGE AREA	A =	0.37 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Soil Description Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	85								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.300	97%	30.60	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS	98	0.010	3%	0.98	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)			Totals	0.310		31.58	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)		CN (weighted) =	total (5) =	31.58		85.35	
						total(4)	0.37			
RECURRENCE INTERVAL (FREQUENCY)		100 yr						USE	85	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		1.93 in	EQ							
NET RUNOFF: Qn (in)		1.93 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		1.64 cfs	(A)(Qn)(cfs/ac-in)							
VOLUME OF RUNOFF: (ac-ft)		0.059 ac-ft	(Qn)(A)/12							

DEVELOPED RUNOFF

DRAINAGE AREA	A =	0.37 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	92								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.000	0%	0.00	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS & DRIVE	98	0.213	57.6%	20.87	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)	LANDSCAPED AREA	NATURAL DESSERT LS	85	0.157	42.4%	13.35	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)			Totals	0.370		34.219	
RECURRENCE INTERVAL (FREQUENCY)		100 yr			CN (weighted) =	total (5) =	34.22		92.48	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)			total(4)	0.37			
DIRECT RUNOFF: Q (in)		2.54 in	(Fig 2-5)					USE	92	
NET RUNOFF: Qn (in)		2.54 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		2.16 cfs	(A)(Qn)(cfs/ac-in)	TOTAL CHAGE IN DISCHARGE			0.520461 cfs			
VOLUME OF RUNOFF: (ac-ft)		0.078 ac-ft	(Qn)(A)/12	TOTAL CHANGE IN VOLUME			0.018857 ac-ft		6145 gal	
									821 ft^3	

LA RESOLANA APARTMENTS
BASIN D Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

DRAINAGE AREA	A =	0.14 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Soil Description Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	85								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.140	100%	11.90	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS	98	0.000	0%	0.00	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)			Totals	0.140		11.90	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)		CN (weighted) =	total (5) =	11.90		85.00	
						total(4)	0.14			
RECURRENCE INTERVAL (FREQUENCY)		100 yr						USE	85	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		1.93 in	EQ							
NET RUNOFF: Qn (in)		1.93 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		0.62 cfs	(A)(Qn)(cfs/ac-in)							
VOLUME OF RUNOFF: (ac-ft)		0.023 ac-ft	(Qn)(A)/12							

DEVELOPED RUNOFF

DRAINAGE AREA	A =	0.14 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	92								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.000	0%	0.00	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS & DRIVE	98	0.079	56.4%	7.74	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)	LANDSCAPED AREA	NATURAL DESSERT LS	85	0.061	43.6%	5.19	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)			Totals	0.140		12.927	
RECURRENCE INTERVAL (FREQUENCY)		100 yr			CN (weighted) =	total (5) =	12.93		92.34	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)			total(4)	0.14			
DIRECT RUNOFF: Q (in)		2.54 in	(Fig 2-5)					USE	92	
NET RUNOFF: Qn (in)		2.54 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		0.82 cfs	(A)(Qn)(cfs/ac-in)	TOTAL CHAGE IN DISCHARGE			0.196931 cfs			
VOLUME OF RUNOFF: (ac-ft)		0.030 ac-ft	(Qn)(A)/12	TOTAL CHANGE IN VOLUME			0.007135 ac-ft		2320 gal	
									311 ft^3	

LA RESOLANA APARTMENTS
BASIN E Runoff Calculations - 100 year, 24 hour Storm Event

UNDEVELOPED RUNOFF

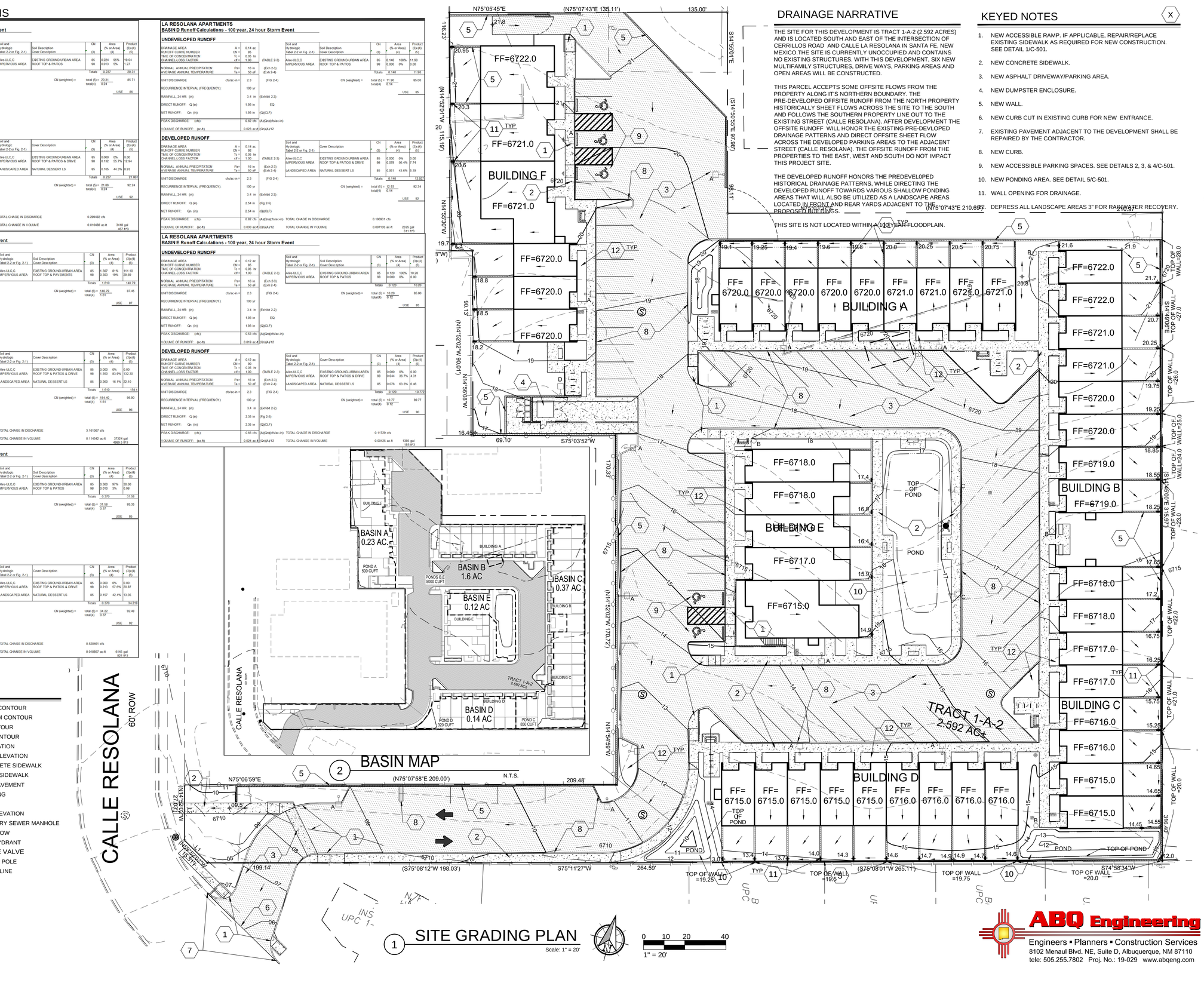
DRAINAGE AREA	A =	0.12 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Soil Description Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	85								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.120	100%	10.20	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS	98	0.000	0%	0.00	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)			Totals	0.120		10.20	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)		CN (weighted) =	total (5) =	10.20		85.00	
						total(4)	0.12			
RECURRENCE INTERVAL (FREQUENCY)		100 yr						USE	85	
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		1.93 in	EQ							
NET RUNOFF: Qn (in)		1.93 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		0.53 cfs	(A)(Qn)(cfs/ac-in)							
VOLUME OF RUNOFF: (ac-ft)		0.019 ac-ft	(Qn)(A)/12							

DEVELOPED RUNOFF

DRAINAGE AREA	A =	0.12 ac		Soil and Hydrologic Tabel 2-2 or Fig. 2-1)	Cover Description	CN (3)	Area (% or Area) (4)		Product (3)x(4) (5)	
RUNOFF CURVE NUMBER	CN =	90								
TIME OF CONCENTRATION	Tc =	0.05 hr		Alire-ULC,C	EXISTING GROUND-URBAN AREA	85	0.000	0%	0.00	
CHANNEL-LOSS FACTOR	cff =	1.00	(TABLE 2-3)	IMPERVIOUS AREA	ROOF TOP & PATIOS & DRIVE	98	0.044	36.7%	4.31	
NORMAL ANNUAL PRECIPITATION	Pa=	16 in	(Exh 2-3)							
AVERAGE ANNUAL TEMPERATURE	Ta =	50 aF	(Exh 2-4)	LANDSCAPED AREA	NATURAL DESSERT LS	85	0.076	63.3%	6.46	
UNIT DISCHARGE	cfs/ac-in =	2.3	(FIG 2-4)			Totals	0.120		10.772	
					CN (weighted) =	total (5) =	10.77		89.77	
RECURRENCE INTERVAL (FREQUENCY)		100 yr				total(4)	0.12			
RAINFALL, 24 HR: (in)		3.4 in	(Exhibit 2-2)							
DIRECT RUNOFF: Q (in)		2.35 in	(Fig 2-5)							
NET RUNOFF: Qn (in)		2.35 in	(Q)(CLF)							
PEAK DISCHARGE: (cfs)		0.65 cfs	(A)(Qn)(cfs/ac-in)	TOTAL CHAGE IN DISCHARGE			0.11729 cfs			
VOLUME OF RUNOFF: (ac-ft)		0.024 ac-ft	(Qn)(A)/12	TOTAL CHANGE IN VOLUME			0.00425 ac-ft		1385 gal	
									185 ft^3	

LEGEND

6510	EXISTING INDEX CONTOUR
6509	EXISTING INTERIM CONTOUR
10	NEW INDEX CONTOUR
09	NEW INTERIM CONTOUR
+22.8	NEW SPOT ELEVATION
x 22.37	EXISTING SPOT ELEVATION
	EXISTING CONCRETE SIDEWALK
	NEW CONCRETE SIDEWALK
	NEW ASPHALT PAVEMENT
	EXISTING BUILDING
	NEW BUILDING
FF	FINISH FLOOR ELEVATION
S	EXISTING SANITARY SEWER MANHOLE
	DIRECTION OF FLOW
	EXISTING FIRE HYDRANT
	EXISTING GATE VALVE
	EXISTING UTILITY POLE
X	EXISTING FENCE LINE
	EXISTING WALL
	NEW WALL



1 SITE GRADING PLAN
Scale: 1" = 20'

BASIN MAP

0 10 20 40
1" = 20'

DRAINAGE NARRATIVE

THE SITE FOR THIS DEVELOPMENT IS TRACT 1-A-2 (2.592 ACRES) AND IS LOCATED SOUTH AND EAST OF THE INTERSECTION OF CERRILLOS ROAD AND CALLE LA RESOLANA IN SANTA FE, NEW MEXICO.THE SITE IS CURRENTLY UNOCCUPIED AND CONTAINS NO EXISTING STRUCTURES, WITH THIS DEVELOPMENT, SIX NEW MULTIFAMILY STRUCTURES, DRIVE WAYS, PARKING AREAS AND OPEN AREAS WILL BE CONSTRUCTED.

THIS PARCEL ACCEPTS SOME OFFSITE FLOWS FROM THE PROPERTY ALONG IT'S NORTHERN BOUNDARY. THE PRE-DEVELOPED OFFSITE RUNOFF FROM THE NORTH PROPERTY HISTORICALLY SHEET FLOWS ACROSS THE SITE TO THE SOUTH AND FOLLOWS THE SOUTHERN PROPERTY LINE OUT TO THE EXISTING STREET (CALLE RESOLANA). AFTER DEVELOPMENT THE OFFSITE RUNOFF WILL HONOR THE EXISTING PRE-DEVLOPED DRAINAGE PATTERNS AND DIRECT OFFSITE SHEET FLOW ACROSS THE DEVELOPED PARKING AREAS TO THE ADJACENT STREET (CALLE RESOLANA). THE OFFSITE RUNOFF FROM THE PROPERTIES TO THE EAST, WEST AND SOUTH DO NOT IMPACT THIS PROJECT SITE.

THE DEVELOPED RUNOFF HONORS THE PREDEVELOPED HISTORICAL DRAINAGE PATTERNS, WHILE DIRECTING THE DEVELOPED RUNOFF TOWARDS VARIOUS SHALLOW PONDING AREAS THAT WILL ALSO BE UTILIZED AS A LANDSCAPE AREAS LOCATED IN FRONT AND REAR YARDS ADJACENT TO THE PROPOSED BUILDINGS.

THIS SITE IS NOT LOCATED WITHIN A 100 YEAR FLOODPLAIN.

KEYED NOTES

X

1. NEW ACCESSIBLE RAMP. IF APPLICABLE, REPAIR/REPLACE EXISTING SIDEWALK AS REQUIRED FOR NEW CONSTRUCTION. SEE DETAIL 1/C-501.
2. NEW CONCRETE SIDEWALK.
3. NEW ASPHALT DRIVEWAY/PARKING AREA.
4. NEW DUMPSTER ENCLOSURE.
5. NEW WALL.
6. NEW CURB CUT IN EXISTING CURB FOR NEW ENTRANCE.
7. EXISTING PAVEMENT ADJACENT TO THE DEVELOPMENT SHALL BE REPAIRED BY THE CONTRACTOR.
8. NEW CURB.
9. NEW ACCESSIBLE PARKING SPACES. SEE DETAILS 2, 3, & 4/C-501.
10. NEW PONDING AREA. SEE DETAIL 5/C-501.
11. WALL OPENING FOR DRAINAGE.
12. DEPRESS ALL LANDSCAPE AREAS 3" FOR RAINWATER RECOVERY.

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DATE: 3 MARCH 2020
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SHEET TITLE:
SITE GRADING PLAN

C-101
5

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GENERAL NOTES

A. THE LOCATIONS OF EXISTING UTILITIES WERE TAKEN FROM AVAILABLE RECORDS. THE LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

B. TELEPHONE AND CABLE SERVICE TO BE COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY PROVIDERS.

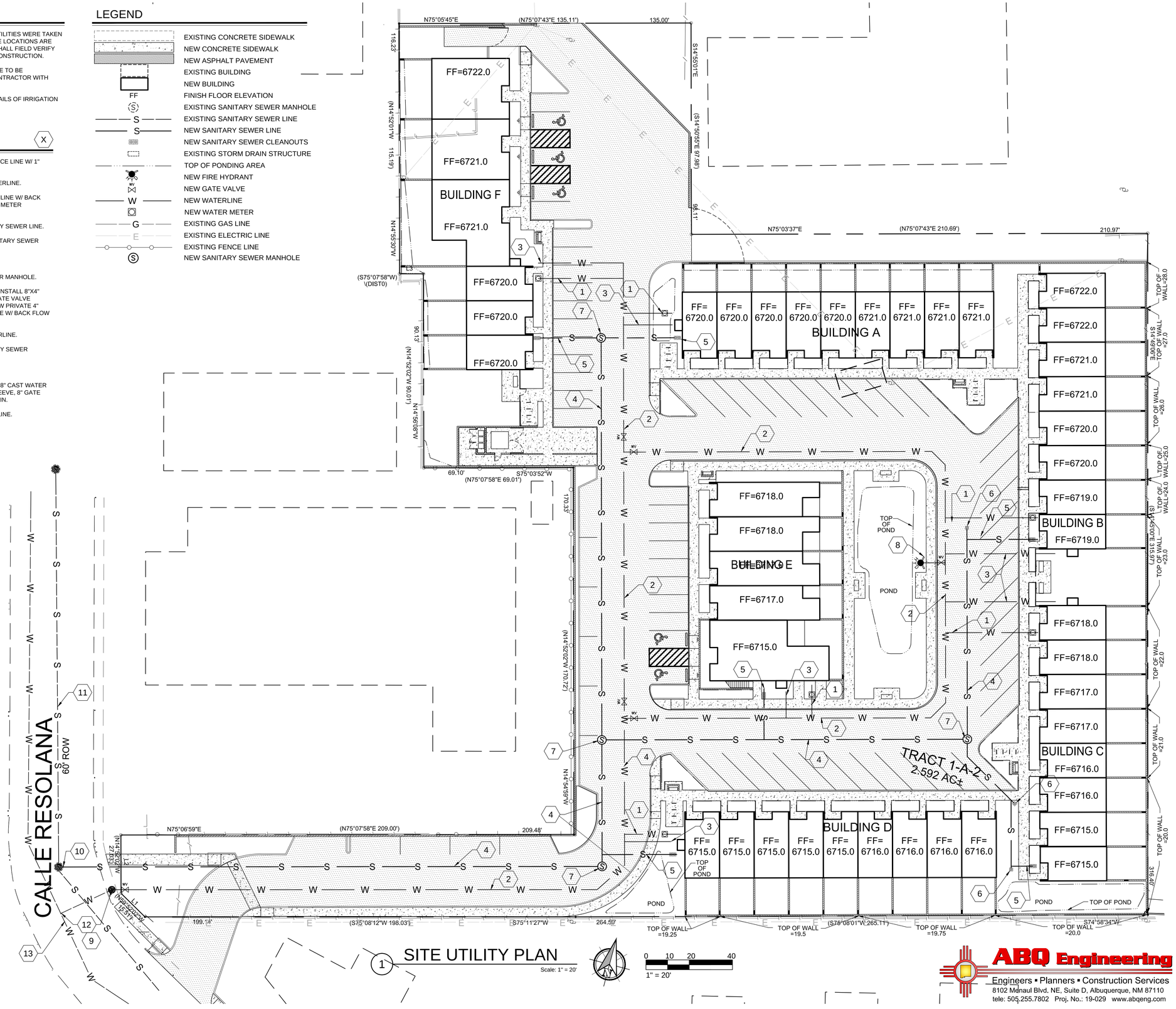
C. SEE LANDSCAPE PLAN FOR DETAILS OF IRRIGATION SYSTEM.

KEYED NOTES

1. NEW (PRIVATE) 1 " WATER SERVICE LINE W/ 1" METER.
2. NEW (PRIVATE) 8" D.I. MAIN WATERLINE.
3. NEW (PRIVATE) 4" FIRE SERVICE LINE W/ BACK FLOW PREVENTER & DETECTOR METER ASSEMBLY.
4. NEW (PRIVATE) 8" MAIN SANITARY SEWER LINE.
5. NEW (PRIVATE) 4" SERVICE SANITARY SEWER LINE W/DOUBLE CLEANOUT.
6. NEW SINGLE CLEANOUT.
7. NEW (PRIVATE) SANITARY SEWER MANHOLE.
8. NEW (PRIVATE) FIRE HYDRANT. INSTALL 8"X4" TAPPING SLEEVE, 4" TAPPING GATE VALVE VALVE BOX, AND RESTRAIN. NEW PRIVATE 4" DUCTILE IRON FIRE SERVICE LINE W/ BACK FLOW PREVENTER.
9. NEW (PUBLIC) 8" D.I. MAIN WATERLINE.
10. CONNECT TO EXISTING SANITARY SEWER MANHOLE.
11. EXISTING 8" CLAY SAS LINE.
12. NEW CONNECTION TO EXISTING 8" CAST WATER LINE. INSTALL 8"X8" TAPPING SLEEVE, 8" GATE VALVE VALVE BOX, AND RESTRAIN.
13. EXISTING 8" CAST IRON WATER LINE.

LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVEMENT
- EXISTING BUILDING
- NEW BUILDING
- FF — FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- NEW SANITARY SEWER LINE
- NEW SANITARY SEWER CLEANOUTS
- EXISTING STORM DRAIN STRUCTURE
- TOP OF PONDING AREA
- NEW FIRE HYDRANT
- NEW GATE VALVE
- NEW WATERLINE
- NEW WATER METER
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING FENCE LINE
- NEW SANITARY SEWER MANHOLE



1 SITE UTILITY PLAN
Scale: 1" = 20'

0 10 20 40
1" = 20'

LA RESOLANA, SANTA FE CIVIC HOUSING AUTHORITY
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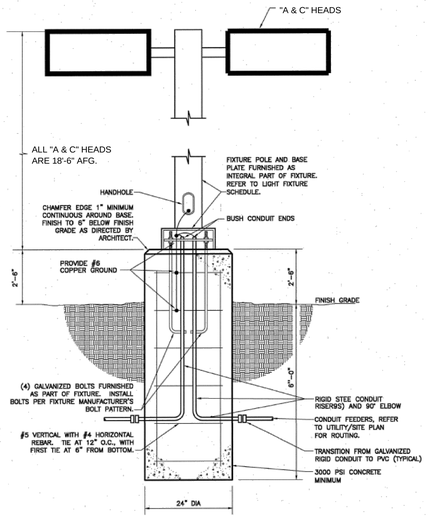
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SITE UTILITY PLAN

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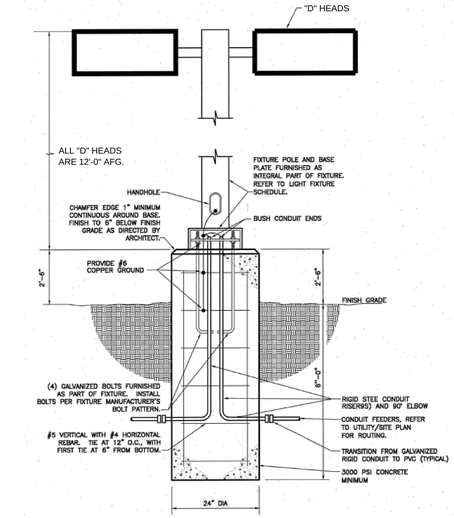
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2 SITE LIGHT - TYPE A & C

Scale: NTS



3 SITE LIGHT - TYPE D

Scale: NTS

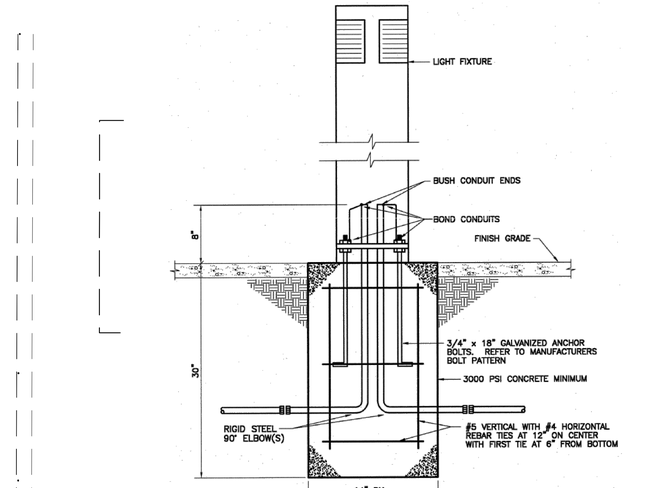
KEYED NOTES

(X)

1. REMOVE EXISTING POLE POWER POLE AND OVERHEAD ELECTRICAL POWER LINES. GC TO COORDINATE WITH P.N.M.
2. NEW POLE MOUNTED TRANSFORMER BY P.N.M. WITH UNDERGROUND FEEDER DROP TO GANGABLE METERS.
3. NEW GANGABLE / MODULAR ASSEMBLY WITH QUANTITY OF METERS / MAINS REQUIRED PER BUILDING, INCLUDING HOUSE PANEL 'H'.
4. NEW SITE LIGHT TYPE-A&C, SITE. SCREEN SIDES AT ADJACENT PROPERTIES.
5. NEW SITE LIGHT TYPE-D, SITE. SCREEN LIGHT CONE TOWARD GROUND.
6. NEW SITE LIGHT TYPE-B, BOLLARD. SCREEN LIGHT TOWARD GROUND.
7. SITE LIGHTING HOUSE METER. EXTEND BRANCH CIRCUITS THRU EXTERIOR LIGHTING CONTROL AT RESPECTIVE BUILDING WITH DUSK-ON / DAWN-OFF CONTROL.
8. NEW OVERHEAD POWER LINE EXTENDED FROM EXISTING POWER POLE TO NEW POLE. GC TO COORDINATE WITH P.N.M.
9. NEW UNDERGROUND POWER LINE EXTENDED FROM NEW POWER POLE TO NEW TRANSFORMER. GC TO COORDINATE WITH P.N.M.

LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- EXISTING BUILDING
- NEW BUILDING
- FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FIRE HYDRANT
- EXISTING ELECTRIC LINE
- NEW ELECTRIC LINE
- NEW SITE LIGHT - TYPE A
- NEW SITE LIGHT - TYPE B
- NEW SITE LIGHT - TYPE C



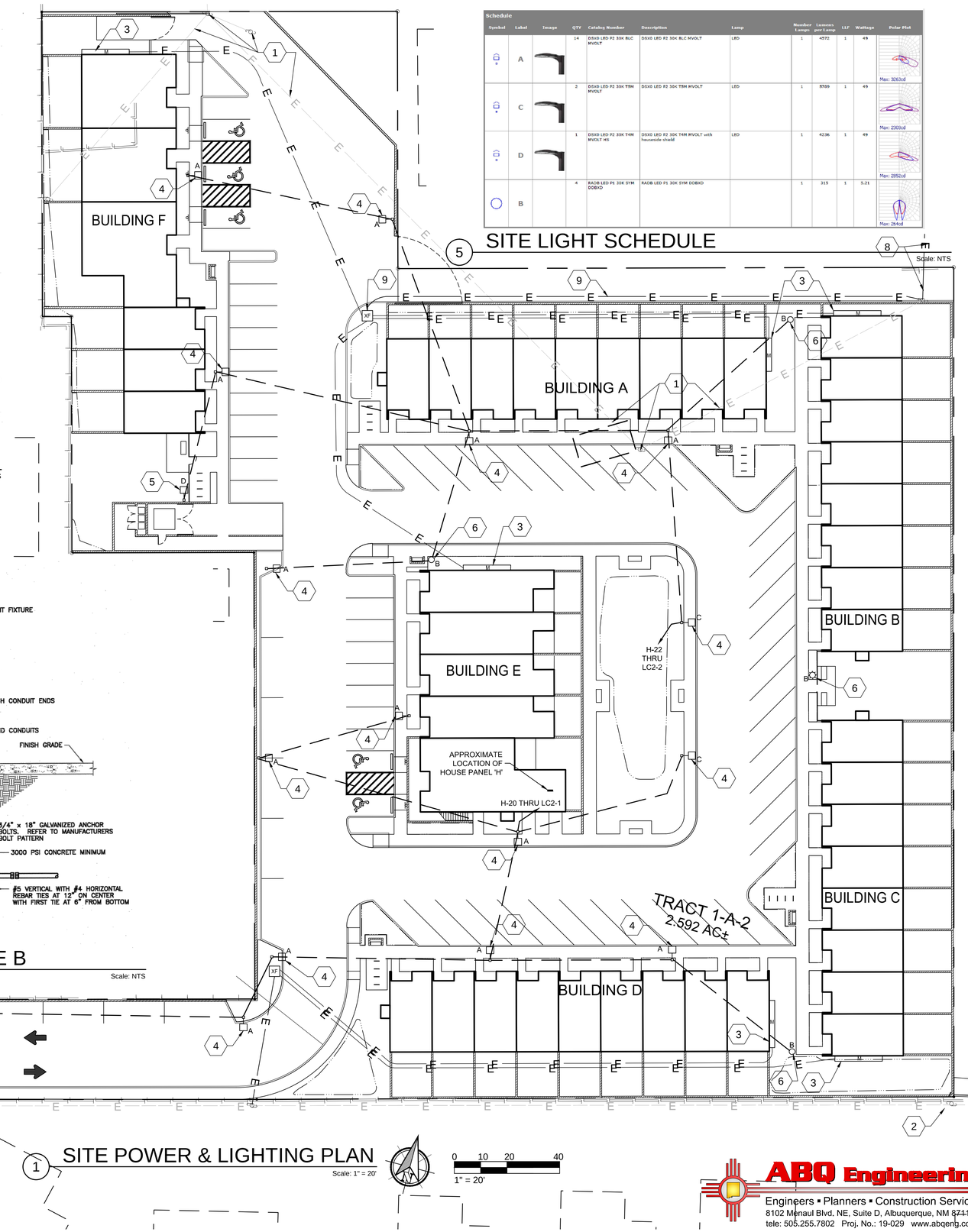
4 SITE LIGHT - TYPE B

Scale: NTS

Schedule										
Symbol	Label	Image	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Polar Plot
	A		14	DSXO LED P2 30K BLC MVOLT	DSXO LED P2 30K BLC MVOLT	LED	1	4572	1	49	Max: 3263cd
	C		2	DSXO LED P2 30K T5M MVOLT	DSXO LED P2 30K T5M MVOLT	LED	1	5709	1	49	Max: 2303cd
	D		1	DSXO LED P2 30K T4M MVOLT HS	DSXO LED P2 30K T4M MVOLT with houseside shield	LED	1	4236	1	49	Max: 2852cd
	B		4	RADB LED P1 30K SYM DOBXD	RADB LED P1 30K SYM DOBXD		1	315	1	5.21	Max: 264cd

SITE LIGHT SCHEDULE

Scale: NTS



1 SITE POWER & LIGHTING PLAN

Scale: 1" = 20'

0 10 20 40
1" = 20'

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JAMES HARRIS GANZ
15559
NEW MEXICO
REGISTERED ARCHITECT
3/3/20

DATE: 3 MARCH 2020
REVISION:

SHEET TITLE:
SITE POWER & LIGHTING PLAN

C-103
7

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DWG LOCATION: K:\Projects\19-029 CivilDD PLANS\
DWG NAME: 19-029 CIVIL-100.dwg

CALLE RESOLANA
60' ROW

FF=6722.0
FF=6721.0
FF=6721.0
FF=6720.0
FF=6720.0
FF=6720.0
FF=6718.0
FF=6718.0
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FF=6715.0 FF=6715.0 FF=6715.0 FF=6715.0 FF=6715.0 FF=6716.0 FF=6716.0 FF=6716.0 FF=6716.0

TRACT 1-A-2
2.592 AC±

1 SITE LIGHTING PHOTOMETRICS PLAN
Scale: 1" = 20'

0 10 20 40
1" = 20'

LEGEND

- NEW BUILDING
- NEW SITE LIGHT - TYPE A
- NEW SITE LIGHT - TYPE B
- NEW SITE LIGHT - TYPE C

JAMES GIFFORD HASEGANITZ NEW MEXICO 15559 3/3/20

DATE: 3 MARCH 2020
REVISION:

SHEET TITLE:
SITE LIGHTING PHOTOMETRICS PLAN

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8

BEST MANAGEMENT PRACTICES - NOTES

1. DISTURBED AREAS SHALL BE PROTECTED FROM EROSION DURING CONSTRUCTION BY MEANS ADEQUATE TO RETAIN SOIL ON SITE.
2. EXCEPT AS NECESSARY TO INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES, LAND SHALL NOT BE GRADED OR CLEARED UNTIL ALL SUCH TEMPORARY DEVICES HAVE BEEN PROPERLY INSTALLED AND INSPECTED. CONTROL DEVICES SHALL BE KEPT IN PLACE AN USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. SIGNIFICANT TREES, AREAS WITH SUBSTANTIAL GRASS COVERAGE AND DRAINAGE WAYS THAT ARE TO REMAIN UNDISTURBED SHALL BE FENCED OFF PRIOR TO THE USE OF ANY HEAVY MACHINERY ON-SITE AND DURING THE ENTIRE CONSTRUCTION PROCESS. FENCING SHALL BE PLACED FIVE FEET TO THE OUTSIDE OF THE DRIP LINE OF SIGNIFICANT TREES. THERE ARE NO SIGNIFICANT TREES ON THIS PROJECT.
4. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION THROUGHOUT CONSTRUCTION BY USING APPROPRIATE EROSION CONTROL TECHNIQUES. STAGING AND SOIL STOCKPILE AREAS SHALL BE CLEARLY DESIGN ON THE SITE. ALL TOPSOIL SHALL BE KEPT ON SITE, WITHIN THE DISTURBANCE ZONE OF CONSTRUCTION, AND REINTRODUCED INTO PLANTING AREAS TO THE EXTENT POSSIBLE. THERE ARE NO SOIL STOCKPILES ASSOCIATED WITH THIS PROJECT.
5. WATERING DOWN EXPOSED AREAS IS REQUIRED TO PREVENT THE BLOWING OF DUST OR SEDIMENT.
6. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT WHILE STILL ALLOWING THE ENTRY OF STORM WATER.
7. EROSION AND SEDIMENT CONTROL SHALL BE ACCOMPLISHED BY WATERING AND/OR FIBER MULCH WITH TACKIFIER.
8. ALL CONSTRUCTION TRAFFIC SHALL USE TIRE WASHES.

MAINTENANCE RESPONSIBILITIES AND INSPECTIONS

1. DISTURBED AREAS, STABILIZATION AND CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS, OR DURING SEASONAL ARID PERIODS, INSPECTIONS SHALL BE CONDUCTED ON A MONTHLY BASIS.
2. THE CITY OR IT'S AUTHORIZED AGENT MAY ENTER UPON THE PROPERTY, AT REASONABLE TIMES. ALL STORM WATER FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR.
3. THE STORM WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN GOOD CONDITION AND PROMPTLY REPAIRED.
4. TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PROPER WORKING CONDITION.
5. IF AFTER NOTICE BY THE CITY TO CORRECT A VIOLATION REQUIRING MAINTENANCE WORK, SATISFACTORY CORRECTIONS ARE NOT MADE WITHIN A REASONABLE PERIOD OF TIME, THE CITY MAY PERFORM ALL NECESSARY WORK TO PLACE THE FACILITY IN PROPER WORKING CONDITION. THE OWNER(S) OR RESPONSIBLE PARTY OF THE FACILITY SHALL BE ASSESSED THE ASSOCIATED COSTS OF THE WORK..

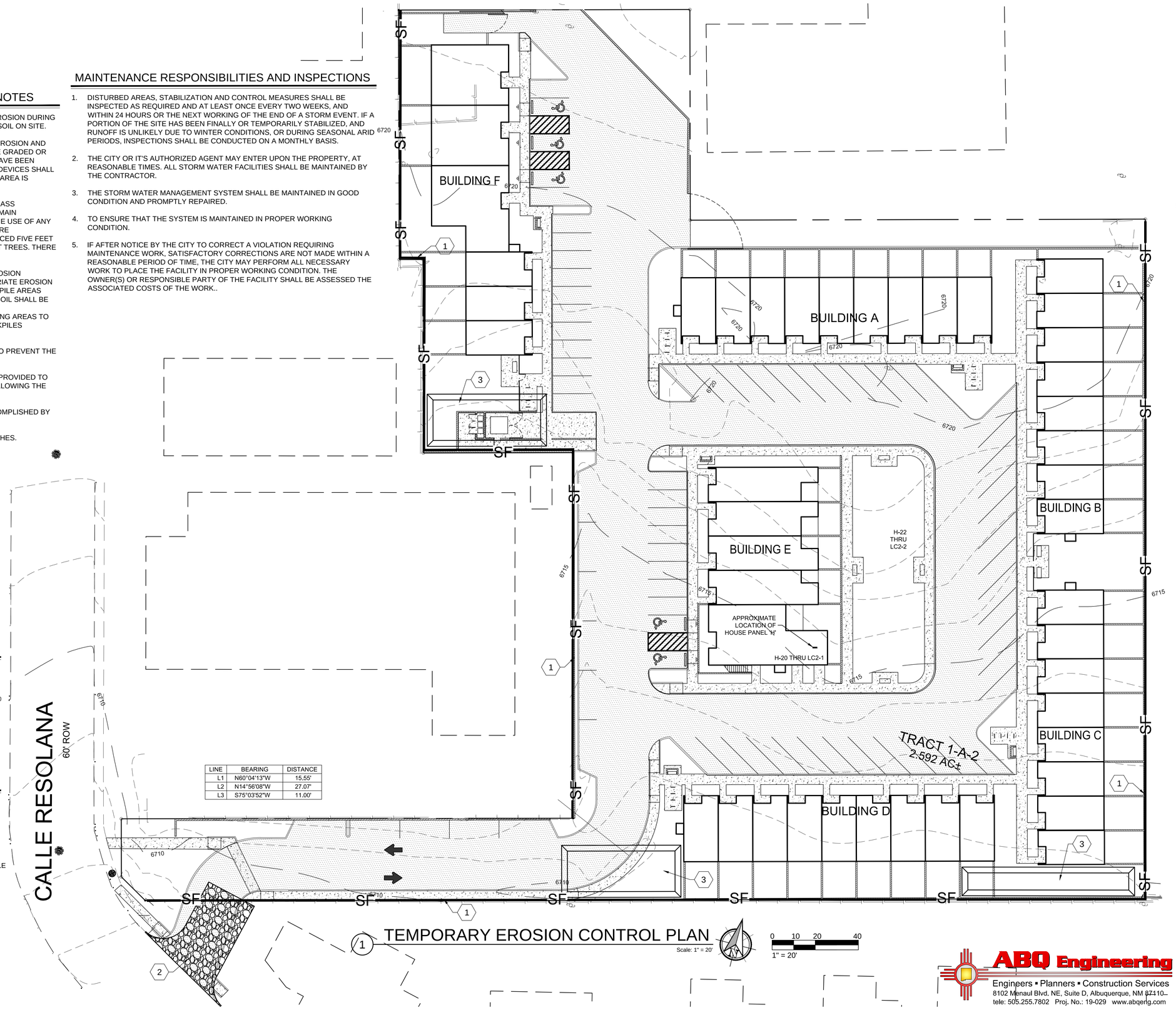
KEYED NOTES

1. TEMPORARY SILT FENCE. SEE DETAILS SHEET C-504.
2. TEMPORARY CONSTRUCTION ENTRANCE WITH WASH RACK. SEE DETAILS SHEET C-508.
3. TEMPORARY SEDIMENT TRAP AS REQUIRED.SEE DETAIL SHEET C-506.

LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- EXISTING BUILDING
- NEW BUILDING
- FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING FIRE HYDRANT
- EXISTING ELECTRIC LINE
- EPA APPROVED BMP. SEE SHEETS C-200 TO C-220
- DROP INLET PROTECTION SEE SHEETS C-200 TO C-220

LINE	BEARING	DISTANCE
L1	N60°04'13"W	15.55'
L2	N14°56'08"W	27.07'
L3	S75°03'52"W	11.00'



1 TEMPORARY EROSION CONTROL PLAN
Scale: 1" = 20'

0 10 20 40
1" = 20'

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3/3/20

DATE: 3 MARCH 2020
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SHEET TITLE:
TEMPORARY EROSION CONTROL PLAN

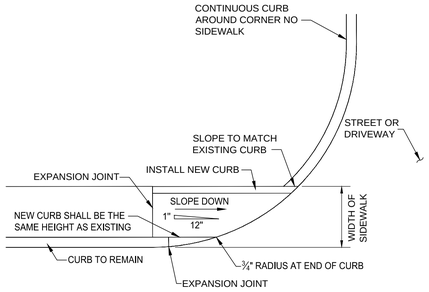
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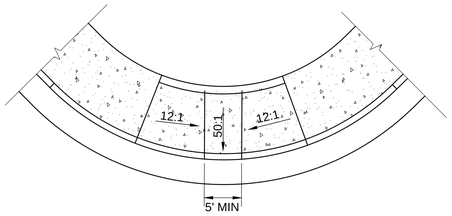
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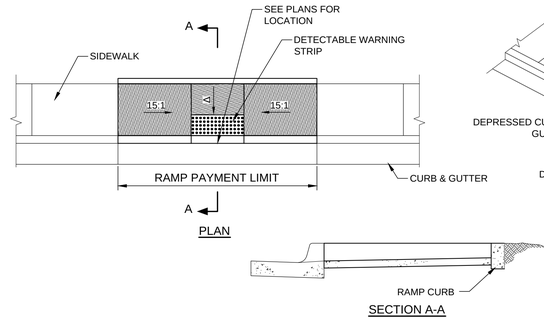
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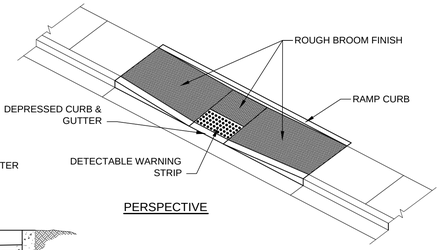
C-105
9

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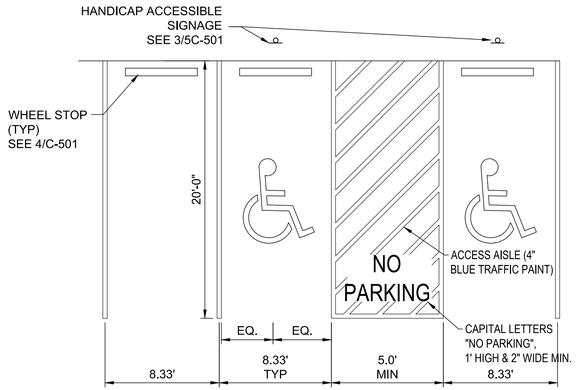




PERSPECTIVE

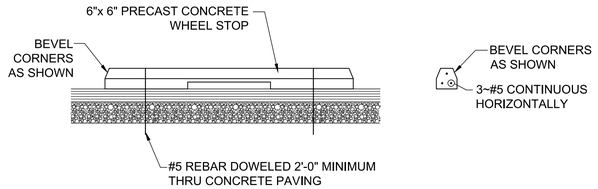
1 HANDICAP ACCESSIBLE SIDEWALK RAMPS

NTS



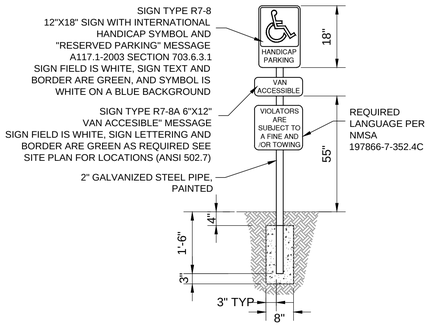
2 HANDICAP ACCESSIBLE PARKING LAYOUT PLAN

N.T.S.



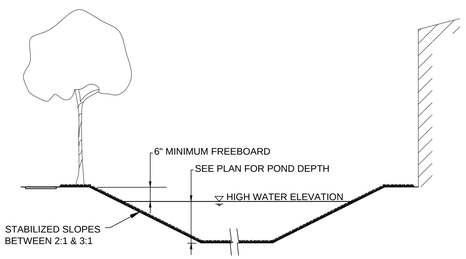
3 WHEEL STOP DETAIL

N.T.S.



4 HANDICAP ACCESSIBLE PARKING SIGN

N.T.S.



5 TYPICAL PONDING AREA SECTION

N.T.S.

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SHEET TITLE:
TYPICAL SITE DETAILS

C-501
10

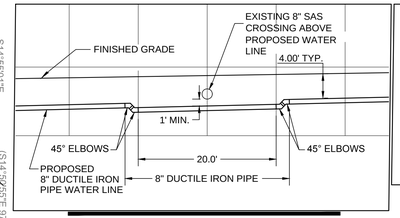
DOMESTIC & IRRIGATION WATER SERVICE TABLE

SERVICE ADDRESS	STREET NAME	SERVICE SIZE & TYPE (DS OR IR)
BUILDING A	LA RESOLANA	1" METER / DS
BUILDING B	LA RESOLANA	1" METER / DS
BUILDING C	LA RESOLANA	1" METER / DS
BUILDING D	LA RESOLANA	1" METER / DS
BUILDING E	LA RESOLANA	1" METER / DS
BUILDING F	LA RESOLANA	1" METER / DS

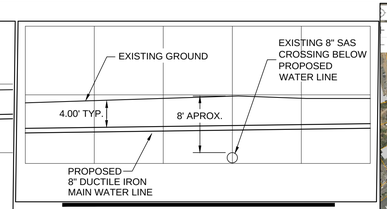
FIRE SERVICE DESIGN TABLE

SERVICE SIZE	REQ'D FLOW* GPM	RESIDUAL PRESSURE* PSI	BUILDING(S) SERVED
4"			BUILDINGS A THRU F

A FIRE SERVICE IS DEDICATED FOR AUTOMATIC FIRE SPRINKLER SYSTEMS. ALL FIRE SERVICES MUST BE EQUIPPED WITH A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER WITH DETECTOR ASSEMBLY (RPDA) . THE BACKFLOW PREVENTER MUST BE LOCATED WITHIN 30' OF THE CONNECTION TO THE WATER MAIN. BACKFLOW PREVENTERS MUST BE LISTED AS APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
*PEAK FLOW IS IN GALLONS PER MINUTE.
*RESIDUAL PRESSURE IN POUNDS PER SQUARE INCH AT THE LISTED FIRE FLOW AT POINT OF CONNECTION TO MAIN.



PIPE CROSSING NO. 1
SCALE HORIZ: 1"=10' VERT: 1"=10'



PIPE CROSSING NO. 2
SCALE HORIZ: 1"=10' VERT: 1"=10'



VICINITY MAP
SCALE: NONE

GENERAL NOTES

A. THE LOCATIONS OF EXISTING UTILITIES WERE TAKEN FROM AVAILABLE RECORDS. THE LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

B. WATER SYSTEM CONSTRUCTION WILL CONFORM TO PUBLIC UTILITIES DEPARTMENT WATER DIVISION, GENERAL NOTES & DETAIL SHEET, CONSTRUCTION STANDARDS AND SPECIFICATIONS

KEYED NOTES (X)

1. NEW 1" WATER SERVICE LINE W/ 1" METER.
2. NEW (PRIVATE) 8" D.I. MAIN WATERLINE.
3. NEW 4" FIRE SERVICE LINE W/ BACK FLOW PREVENTER & DETECTOR METER ASSEMBLY.
4. NEW FIRE HYDRANT. INSTALL 8"X4" TAPPING SLEEVE, 4" TAPPING GATE VALVE VALVE BOX, AND RESTRAIN. NEW PRIVATE 4" DUCTILE IRON FIRE SERVICE LINE W/ BACK FLOW PREVENTER (PRIVATE)
5. EXISTING 8" CLAY SAS LINE.
6. NEW CONNECTION TO EXISTING 8" CAST WATER LINE. INSTALL 8"X8" TAPPING SLEEVE, 8" GATE VALVE VALVE BOX, AND RESTRAIN.
7. EXISTING 8" CAST IRON WATER LINE.
8. SEE PIPE CROSSING DETAILS

LEGEND

- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVEMENT
- EXISTING BUILDING
- NEW BUILDING
- FF — FINISH FLOOR ELEVATION
- EXISTING SANITARY SEWER MANHOLE
- S — EXISTING SANITARY SEWER LINE
- S — NEW SANITARY SEWER LINE
- NEW SANITARY SEWER CLEANOUTS
- NEW FIRE HYDRANT
- NEW GATE VALVE
- W — NEW WATERLINE
- NEW WATER METER
- E — EXISTING ELECTRIC LINE
- EXISTING FENCE LINE

RECORD MAPPING

	INITIALS	DATE
AS BUILT		/ /
VALVE MAPS		/ /
GIS (MAPPING)		/ /
Inspector approved		/ /

THIS RECORD DRAWING HAS BEEN COMPLETED ON A COPY OF THE SEALED ENGINEERING DRAWING FOR THIS PROJECT. THE INFORMATION SHOWN HEREON IS BELIEVED TO BE ACCURATE BASED ON LIMITED FIELD OBSERVATION DURING CONSTRUCTION, AS WELL AS DATA FURNISHED BY THE INSTALLER.

ENGINEER PE DATE

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PLAT RECORDING INFORMATION
BOOK
PAGE
FILE
DATE

APPROVED
CITY OF SANTA FE WATER DIVISION DATE
SANTA FE FIRE DEPARTMENT DATE

INSPECTOR
DATE:

AERIAL	TOWNSHIP RANGE SECTION	WORK ORDER NO.
	T17N.R09E.S33	

2019
40
(1 OF 1)

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1 SITE WATER PLAN
Scale: 1" = 20'
0 10 20 40
1" = 20'